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The Solicitors' Journal and Reporter.

LONDON, DECEMBER 1, 1888.

CURRENT TOPICS.

IN ANOTHER COLUMN there will be found a list of the actions transferred on the 20th ult. to Mr. Justice KEKEWICH arranged in the order in which they will be placed in the daily paper after the 6th of December, and after the "deferred list" referred to last week has been disposed of.

THE IMPORTANT CASE of *Edison v. Holland* is fixed to come on in Court of Appeal No. II. on the 1st of December. It is understood that machinery is being fitted up in the neighbourhood of the Royal Courts with a view of enabling the judges, by personal inspection, to arrive at a solution of the questions at issue.

AT THE Annual Provincial Meeting of the Incorporated Law Society this year a petition was presented by the Newcastle-upon-Tyne Law Students' Society praying that honorary distinctions should be awarded in connection with the Intermediate Examination. We understand that the council have replied that the Intermediate Examination is merely intended to ascertain the progress made by articled clerks in the study of certain elementary works, and that it would not be expedient to alter the character of the examination by awarding prizes and certificates of merit in connection with it. We think that the wisdom of this decision may be questioned. If prizes and distinctions are useful at all, they ought surely to be as useful at one examination as at another, and we do not see why they should not be awarded in connection with all the examinations.

THERE HAS BEEN a great deal of discussion of late as to the liability of trustees in case of their purchase above par of Government or other stocks which are redeemable at a fixed date at par. It has been suggested that it is the duty of trustees in such cases to provide for keeping the trust fund intact, either by creating a sinking fund or by effecting an insurance with the same object. The question appears to us to be a larger one. Have trustees, however wide may be the scope of the investment clause in the trust instrument, any power to invest in terminable securities not specifically named in the clause? In *Stewart v. Sanderson* (18 W. R. 278, L. R. 10 Eq. 26) a testator directed his trustees to invest upon Government, real or personal security, or in such stocks, funds, or shares as they might in their absolute discretion think fit. The trustees invested a portion of the trust fund in 7 per cent. preference stock of a railway. There was no evidence before the court whether the preference stock was permanent or terminable, but Vice-Chancellor MALINS assumed from the high rate of interest that it must be terminable, and he laid down the law as follows:—"The doctrine of the court is, that any appropriation of funds, the interest of which is given to a person for life, and the capital to remaindermen, must be on securities of a permanent character. An appropriation in £3 per cent. stock would consequently be perfectly good, but not so if the investment should be made in any Government stock which is

liable to be reduced at a given period." We hope to discuss this question more fully hereafter, but it seems to be desirable at once to draw our readers' attention to the doctrine laid down by Vice-Chancellor MALINS.

MR. JUSTICE CHITTY has added a useful decision to the cases on summary applications for the enforcement of a solicitor's undertaking. He refused to exercise this summary jurisdiction in a case where the undertaking had been signed by the solicitor's managing clerk, as the solicitor stated, without his authority, and the solicitor had, as soon as he became aware of what had occurred, repudiated the undertaking and tendered a return of the purchase-money which had been paid on the strength of the undertaking. In such a case as this, the learned judge said, he should be going beyond the authorities if he were to exercise the summary jurisdiction of the court, and thereby decide offhand that the solicitor was in the wrong. The solicitor was entitled to have the case tried in the usual manner. We know nothing of the case beyond the report which is printed elsewhere, but we should certainly think, on general considerations, that it would be very unjust, where such a defence is raised, to preclude the solicitor from offering proof in the ordinary way. It is quite true that it has been laid down that, in enforcing undertakings, the court is not guided by considerations of contract, but aims at securing honesty of conduct in its officers. But the commonest principles of justice require that full opportunity should be given for the officer to meet any charge involving the question of his honourable dealing. The point, however, in the recent case which strikes us as most worthy of note is the fact that the undertaking was signed, not by the solicitor, but by his managing clerk, a practice which we think ought not to exist. We are fully aware of the confidence which must be bestowed on managing clerks, and of the extent to which this confidence is deserved, but we have always thought that the line should be drawn at undertakings. Even assuming that a managing clerk is duly authorized to sign an undertaking on behalf of his employer, we do not understand how such an undertaking can be accepted by the other side. At all events, after the recent case, we should suppose that such an undertaking will not be accepted in future.

THE QUESTION of privilege of Parliament raised by the case of Mr. GENT-DAVIS was to some extent governed by the judgment of Lord BROUGHAM, C., in *Long Wellesley's case* (2 Russ. & My. 639). Mr. LONG WELLESLEY, who was a member of the House of Commons, had been deprived of the custody of his infant daughter, and guardians had been appointed for her by the court. Subsequently he removed her from the home which they had provided, and, in the face of the court, declined to state where she was. For this contempt he was forthwith committed to prison by the Lord Chancellor, and the House of Commons, on being informed of the matter, passed a resolution that there was no case for privilege. A motion to discharge the order of commitment was afterwards made, and, in refusing it, a very elaborate judgment was delivered by Lord BROUGHAM. Till that time Lord COKE's *dictum* (4 Inst. 25) had been accepted, that the only exceptions to privilege of Parliament arose in the cases of treason, felony, and breach of the peace. But Lord BROUGHAM commented upon the inconvenience of requiring a breach of the peace to have been committed, and he extended the exceptions to criminal matters generally. In regard to contempts he distinguished between civil and criminal contempts. A civil contempt would seem to be mere disobedience to an order of the court, as where a tenant for life cuts down timber in the face of an injunction, whereas a criminal contempt seems to imply an act meriting punishment in itself, apart from the mere disobedience to the court. As to the exact line to be drawn between the two, Lord BROUGHAM confessed there might be difficulty, but he was quite clear that interference with a ward of court was a contempt of a very heinous kind. Indeed he seemed to be of opinion that it was one of the chief functions of the Court of Chancery to protect heiresses and other wards against the evil designs of "members of Parliament, young commoners, and young lords," and he embellished his theme by poetical quotations. There is less romance in the contempt which has resulted in the order against Mr. GENT-DAVIS, but, although the question is no doubt open to doubt, it would seem that a default in paying over money by a person in a

fiduciary character falls in the same category as an interference with a ward of court.

IN A CASE of *Couldwell v. Ephraim* on the 26th inst., which related simply to the existence of a right of way, Mr. Justice KAY took occasion to complain that the time of the court had been occupied for nearly three days in trying a *Nisi Prius* action, and he added that he had endeavoured, but without effect, by representations made to his colleagues, to have all such cases transferred to the Queen's Bench Division, and he was convinced that if this were done not only would the judges of the Chancery Division be to that extent relieved, but the judges of the Queen's Bench Division would be able, without inconvenience, to dispose of such cases. He considered that the registrars of the Chancery Division could, by looking at the pleadings, see whether an action sought for any equitable relief. The complaint of Mr. Justice KAY that *Nisi Prius* cases are frequently tried in the Chancery Division is well founded, but it is singular that the learned judge should be unaware of the fact that the practice is still carried on by the registrars of marking in the cause books the letters Q. B. against any action which would properly belong to the Queen's Bench Division. It is, however, a long time since any of these cases have been transferred to the Queen's Bench Division, and the fact that such markings exist seems to have been lost sight of. The attention of the authorities would perhaps be called to their existence if the letters Q. B. were added in the printed lists at the commencement of each sittings before the title of every action to which they belong. A search at the Central Office enables anyone to ascertain that in the cause books of the four chancery judges, other than Mr. Justice KEKEWICH, there are now nearly sixty actions marked with these letters which might be transferred to the Queen's Bench Division. The existence of these cases is worthy of the attention of the committee now sitting to consider the subject of the disposal of the business of the Chancery Division, and they will do considerable service if they can procure a periodical transfer from the lists of the Chancery Division of all actions not properly assigned to that division. Of course it must be remembered that these actions have to be tried somewhere, but whether Mr. Justice KAY's view that the judges of the Queen's Bench Division have sufficient leisure to try them is correct or not, their transfer to the Queen's Bench Division would be a relief to the division from which they were transferred.

THE NOTION of an official trustee is gaining strength, and there is reason to apprehend that a Government which possesses no law officer who is or has been practically familiar with the law of trusts, and a Lord Chancellor who has shewn himself by no means averse to ill-considered revolutions of whole branches of law, may lend a ready ear to the proposal, which finds favour in many influential quarters. Here, for instance, is Mr. GATHORNE-HARDY gravely proposing in the *Times* that the redundant clerks and unnecessary masters in the Central Office should form the "nucleus" of "a body of official trustees, who would undertake the responsibilities at present borne by friends and relatives, and whose salaries would be paid by a small percentage of the income of the trust funds." To assign retired clerks and common law masters for the administration of the private trusts of the country would indeed be a "nucleus" of dismay and disorder. But, apart from this absurd proposal, it seems to be desirable to state in plain terms the nature of the scheme which is being urged on the Government. Hitherto private trusts in this country have been, to a large extent, practically administered by solicitors. The trustee, if he is wise, places the trust matters in the hands of his solicitor, and takes no step without his advice. But, at the same time, the trustee being usually either a near relative or intimate friend, there is always someone who can interfere with effect to allay family disputes and to induce unreasonable beneficiaries to withdraw or modify their claims. There is almost always someone personally acquainted with the trust property and with the needs of the beneficiaries, and, from such knowledge, able to judge as to the proper exercise of the powers given to trustees. Now it is proposed that an end shall be put to all this, and that the management of trust property and the exercise of powers of investment, advancement, maintenance, and the like shall be intrusted to a body of persons sitting at

the Royal Courts of Justice. That is the real purport of the proposal, and we do not advise solicitors to trust too much to the expense and delay and other obvious demerits of the scheme preventing it from being accepted, and even adopted, to a considerable extent, by creators of trusts or other persons who now find a difficulty in obtaining trustees, owing to the terror inspired by the present state of the law as to the liability of trustees. The true mode of meeting the outcry seems to be to use every effort to secure an extensive amendment of the law, so as to render trustees no longer insurers of the trust property.

SOME WEEKS AGO we drew attention to a statement which had been made that the Board of Trade had issued instructions to official receivers to appoint accountants, and not solicitors, to assist the debtor in the preparation of his accounts. We received and published a prompt official denial of the statement. The history of the matter has now come to light. We understand that the Council of the Incorporated Law Society caused a letter to be addressed to the President of the Board of Trade on the subject, in which it was stated that the point was one upon which solicitors, especially those practising in the country, felt very strongly, since in small cases the accounts do not present much difficulty, and can be properly and efficiently prepared by a solicitor at less loss of time and at less expense than would be incurred if they were prepared by an accountant who had no previous knowledge of the bankrupt's affairs. Of course, in some cases, such as the heavy bankruptcies with which London solicitors and those practising in the larger provincial towns are acquainted, an accountant may be necessary and useful, and the Council of the Law Society submitted that the question whether or not an accountant or solicitor should be employed was one that ought to be left to the discretion of the official receiver in each case. The council urged that if such a general rule as that referred to had been issued it would operate harshly upon solicitors, and would not be for the benefit of the debtor. The council, in conclusion, expressed a hope that the rule in question might be either withdrawn or modified, or, if that did not seem desirable, they asked the President of the Board of Trade to receive a deputation of London and country solicitors on the subject. This letter was sent on the 5th of November, and on the 21st of November a reply was received from the Inspector-General in Bankruptcy to the effect that no such circular had been issued, and that wherever the appointment of a solicitor appeared to be most beneficial to the estate it was the duty of the official receiver to make such appointment. The Board of Trade could not, however, admit the right of the debtor's solicitor to be employed to assist in the preparation of the accounts when the official receiver did not consider such appointment to be for the interest of the creditors. There seems to have been some foundation for the statement referred to, as we are informed that in October last a solicitor, after filing a petition in bankruptcy, made the usual application to the official receiver to be allowed to assist the debtor in the preparation of his accounts. The solicitor was informed that he could not be appointed, as the official receiver had received an intimation from the Board of Trade that in future no solicitors were to be allowed to prepare accounts, and that none but accountants should be appointed for this purpose, and, as a matter of fact, an accountant was appointed in the case referred to. We understand that the Council of the Incorporated Law Society have issued a circular to the provincial law societies and others interested in the question, stating the action they have taken in the matter and its result.

WE HAVE to chronicle, with much regret, the death of Mr. WILLIAM RICHARD FISHER, of Lincoln's-inn, who died at Guildford, on the 17th ult., at the age of sixty-four. Mr. FISHER was well known as the author of one of the few considered law books which have been published during this generation. By a considered law book we mean a work in which the cases and statutes are carefully reviewed by the author, and the result of his deliberate consideration as to their effect is stated, instead of the wearisome setting forth of the process by which the conclusions were arrived at, which was formerly in vogue, or the reprints of headnotes, which now often pass for treatises. The result was that, in spite of the difficulty of the subject—the wide range of

securities discussed by the author embracing, perhaps, a greater variety of learning than any other branch of law—"Fisher on Mortgages" attained a high reputation alike for accuracy, precision, and caution of statement, and for clear enunciation of principle. The book was first published, we believe, about 1856, and it reached a fourth edition in 1884. Mr. FISHER's precise and methodical mind was grievously exercised over the language of some of the provisions of the Conveyancing Act, 1881, with regard to mortgages, and in his last edition he gave vent to many expressions of disapproval of clauses which he deemed cumbersome and inartificial; and one of his remarks strikes us as worthy of a deceased Cambridge don renowned for his caustic wit. Referring to section 67 of the Act, he drily remarks that "the provision that the notice shall be good, notwithstanding that any person to be affected by it is unborn, is a solecism which should not have been allowed to appear, even in an Act of Parliament." But it was not merely as the author of the admirable work on mortgages that Mr. FISHER was known. He was also a great authority on forest law, and his "Forest of Essex; its History, Laws, Administration, and Ancient Customs," is almost unrivalled in completeness and accuracy. Its origin, we believe, was his retainer to advise the Corporation of London as to the nature of the rights of pasture which prevailed in Epping Forest, and the materials for the book were found in the vast mass of documents in the possession of the corporation relating to this matter.

IN THE CASE of *National Provincial Bank of England v. Marshall* (ante, p. 58) the defendant had covenanted not to accept certain employment, and had entered into a bond to pay £1,000 as liquidated damages in case he should do so. He subsequently contended that he might purchase the right to accept the employment upon paying the agreed sum of £1,000, but the Court of Appeal appear to have followed the modern tendency of the cases in rejecting this contention. It is true there is an old case of *Woodward v. Gyles* (2 Vern. 119), in which a lessee covenanted not to plough up certain land, and, if he did, to pay an additional rent; and there the court held that the parties had themselves set a price upon the ploughing, and declined to grant an injunction to restrain it. But though it may be difficult to distinguish this from subsequent cases, they have gone upon a different principle. In *Howard v. Woodward* (13 W. R. 132) a solicitor's clerk bound himself to pay £1,000 as liquidated damages if he practised within certain limits, and the court held, upon the contents of the whole instrument, and having regard to the circumstances of the case, that the main intention of the parties was an agreement not to practise, and that the right to break this could not be purchased by paying the sum of £1,000. Accordingly an injunction was granted to restrain a breach of the agreement, and the same course was adopted in *Jones v. Heavens* (4 Ch. D. 636). In the recent case above referred to the Court of Appeal confirmed these decisions by granting an injunction in support of the agreement, holding that the right to this was in no way affected by the fixing of £1,000 as liquidated damages.

THE EX-OFFICIO COMMISSIONER UNDER THE RAILWAY AND CANAL TRAFFIC ACT, 1888.

It is stated, on what we believe to be good authority, that Mr. Justice Cave has been selected as the judge who is, for the next five years at least, to be the ex-officio Commissioner for England under the Railway and Canal Traffic Act, 1888. We hope that our informant has been misinformed, or that before any final decision is arrived at other counsels may prevail. Do not let us be misunderstood. We have not a word to say against the personal fitness of the learned judge named; indeed, so far as this point is concerned, it may readily be conceded that the selection would be a very satisfactory one. Our ground of objection is of a totally different character, and would apply with equal force to the selection of any other judge of the Queen's Bench Division. By the Act, s. 5 (5), it is enacted that the ex-officio commissioner "shall attend to hear any cases before the commission which as ex-officio commissioner he is required to hear, when and as soon as the cases are ready to be heard, or as soon thereafter as reasonably may be"; and that he "shall be required to perform any of the

other duties of a judge of a superior court only when his attendance on the commission is not required." It is true that the same section (6) provides for the appointment, when necessary, of another judge as a substitute for the commissioner when temporarily unable to attend, but this provision must evidently be intended only for rare and exceptional cases; were it to be frequently resorted to it would be destructive of that "continuity" of decision on which so much emphasis was laid, and properly laid, in the proceedings before the grand committee. Now, one of the most useful of the functions of the existing commission was, that it was ready at all times to hear and dispose of any pending question as soon as it was ripe for decision, ordinarily, that is to say, within a very few days after the close of the pleadings, unless postponed at the request of the parties. If the ex-officio commissioner be selected from among the judges of the Chancery Division this result can still be attained; it will only be needful that whenever a day is fixed for the hearing of any case before the commission, that case should be put at the head of the judge's paper on the day named; and then, as the judge would of course hear the case in his own court, he would be able, whenever it was disposed of, to proceed at once with his ordinary business, without any loss of time or any dislocation of his usual arrangements. The sole result would be the addition of a certain number of cases per annum to the total amount of the business of the division; this would, we admit, more or less aggravate the block of business already existing there, but, much as such a result is to be deprecated, it is greatly preferable to running the risk of destroying, or at least seriously impairing, the efficiency of the new tribunal at the very outset.

But in the case of a judge of the Queen's Bench Division the position would be entirely different: there is no one of his ordinary functions which would not be seriously interfered with by the requirements of his commissionership, and one at least of the most important of his duties could not be discharged at all.

In the first place, such a judge could never go circuit: suppose when he was engaged, say at Exeter or Liverpool, a case under the Traffic Act became ready for hearing; he must either violate the express provisions of the Act, or hurry up to London, leaving his duties on circuit unfulfilled, in order to take his place as commissioner for it might be some two or three hours, and then, we suppose, rush off again to the distant county town to resume his functions as judge of assize. And such occurrences would be by far too frequent to be adequately met by the provision for a substituted commissioner already referred to; the applications to the commission occur "with great irregularity," but there has never during its whole continuance been an interval between two of them at all comparable to the duration of an ordinary circuit, and it is as certain as anything future can be that the sittings could never, without great inconvenience, be interrupted for a time nearly sufficient to admit of the absence of the judge for this purpose.

But, even when the judge is in London, his two sets of duties would be found seriously to interfere with one another, and as it is part of the enactment that the High Court is to give way to the commission, his practical usefulness as a judge of the former will be reduced to a minimum. The cases before the commission come on at very irregular intervals; they must not, as we have already seen, be kept waiting; they are eminently uncertain as to the amount of time likely to be occupied, cases expected to last a week being sometimes disposed of in a few hours, while others, not apparently of greater magnitude, have lasted for thirteen or fourteen days. But whenever a sitting of the commission was appointed the judge would be practically unavailable for any other purpose, not only on the day fixed, but those immediately succeeding, because he could not form any reliable estimate of the time when he would be liberated. The case before the commission might take half an hour, it might break down unexpectedly, or an arrangement might be come to at the last moment between the parties, which the court would only meet to sanction; or, on the other hand, it might occupy several days, and, under the exigencies of the enactment quoted, all other engagements would have been made only to be broken. Thus he could not be relied upon to form part of a divisional court, as this might involve not only the disappointment of the suitors waiting to be heard, but the loss of the time of the other judge, who could not hold the court without him, and could not take up any other work, for the

obvious reason that the day's business, having to be arranged overnight, cannot be altered at a moment's notice. For the like reason the judge could not be told off to try jury causes either on the day for which a sitting of the commission was fixed or, ordinarily, the next day following, the uncertainty whether he would be able to keep the engagement or not being obviously fatal to any such arrangement. He could, indeed, utilize any time thus left at his disposal in the trial of actions without a jury, if there should be any then awaiting trial before him, but this, though the usual work of a chancery judge, is too small a part of the functions of a Queen's Bench judge to be accepted as a satisfactory solution of the difficulty. We have calculated—on the assumption that the work before the new commission will not differ greatly in character or quantity from that of the last three years—that the loss of judicial time arising from "half-days" alone would amount to more than fifty hours per annum, while, as we have shewn, there need be no loss whatever, even of a minute, in the case of a chancery judge.

There is, indeed, another solution of the problem, which we venture to put forward, not without hesitation, as being at least the next best thing to the selection for this purpose of one of the chancery judges. Under the provisions of the Judicature Acts it is in the power of the Lord Chancellor, with the assent of a council of judges, to alter the numbers of the judges of the several divisions, not altering the total number of judges of the court, and to transfer any judge or judges from one division to another. If, then, there is any good reason why a present Queen's Bench judge should be selected for commissioner, it would, we think, be desirable to transfer him, under these provisions, to the Chancery Division as an additional judge, leaving the question whether the place thus vacated in the Queen's Bench Division should be filled up or not to be determined hereafter, whenever the Government succeed in making up their minds whether or not to exercise the powers given them by section 6 of the Act of this year for that purpose.

This course would also, it will be seen, tend to avoid the addition to the block of business in the Chancery Division already referred to, though it might not improbably produce other corresponding inconveniences in the Queen's Bench Division. But some inconvenience *somewhere* must of necessity be produced if a material addition is to be made to the aggregate duties of the High Court of Justice without any corresponding addition to the strength of the court. All that we can hope for, all that we at present urge, is that these inconveniences should be reduced as far as possible by allocating the added duties to that branch of the court where they can be discharged with a minimum of interference with the ordinary business.

REVIEWS.

THE LOCAL GOVERNMENT ACT.

THE LOCAL GOVERNMENT ACT, THE COUNTY ELECTORS ACT, 1888, THE MUNICIPAL CORPORATIONS ACT, 1882, WITH FULL EXPLANATORY NOTES AND AN INTRODUCTION. By WALTER C. RYDE, M.A., and E. LEWIS THOMAS, M.A., LL.M., Barristers-at-Law. Butterworths.

Messrs. Ryde and Thomas's book is a very elaborate and complete edition of the new Act and the Acts incorporated or referred to in it. It includes, not merely the Local Government Act, but also the Municipal Corporations Act, 1882, in extenso (the incorporated sections being given in different type); the County Electors Act, 1888; the Ballot Act, 1872; the Parliamentary and Municipal Registration Act, 1878; the Registration Act, 1885; and the Municipal Elections (Corrupt Practices) Act, 1884; and in an appendix there are given the incorporated sections of the Public Health Act, Act, 1875, and the sections as to arbitrations in the Lands Clauses and other Acts. All these Acts are more or less annotated, but, of course, the main annotation is on the Local Government Act. Judging from the tests we have applied, we think that this annotation is careful and useful. The cross-references are very numerous, and the statutory provisions and cases illustrating the sections are collected with great industry, and are usually well and tersely stated. The notes are here and there, however, a little apt to wander beyond the strict limits of the book—for instance, we think that the question of the law as to ownership of roadside wastes need not have been mentioned in connection with section 11 of the recent Act; if mentioned at all, it ought to have been much more fully treated than it is at p. 57. The material question on this matter in relation to that

section is, what part of a main road is to be considered as a portion of the highway, not whether the portions which are not highway belong to the owners of adjoining land or to the lord of the manor. We should add that there is a clearly and carefully-written introduction, giving a general outline of the provisions of the Local Government Act, and a good index, and that the book has the merit of excellent type.

LABOUR DISPUTES.

LABOUR DISPUTES BEFORE MAGISTRATES. By J. R. SAYER, Clerk to Magistrates at the Thames Court, London; and STANLEY SAVILLE, Clerk to Magistrates at Bow-street, London. Shaw & Sons.

This is a handbook dealing with the civil jurisdiction of magistrates in cases of disputes between employers and workmen. It sets out the law in a clear and terse manner, the first part dealing with the rights and liabilities of the parties, and the second dealing with the procedure applicable thereto and giving the requisite forms. There are two chapters in the first part on apprentices and seamen, stating the law in the form of a code. The book may be commended to those who are professionally engaged in cases of labour disputes in courts of Summary Jurisdiction. We see that in some of the cases cited references are given to all the reports in which the cases appear, but that in others this is not done. It is very desirable in a handbook to have references to all the reports, and we hope this will be rectified in a subsequent edition.

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

List of actions recently transferred to Mr. Justice Kekewich, arranged in the order in which they will be heard:—

Slazenger & Sons v Feltham & Co	21 January	Stirling, J.
Williams v Allen	29 February	"
Hicks v Hicks	7 March	"
Bolton Partners ld v Lambert	8 "	"
Slazenger v Feltham & Co	16 "	"
Adams v Milne	16 "	"
Florence v Jacobs	16 "	"
Willoughby v Kirby	16 "	"
Blacket-Revell v Edge	20 "	"
Griffin v Feaver	12 April	North, J.
Re Jones, Jones v Aitken	12 "	Stirling, J.
Griffin v B. Ncakes & Co.	12 "	"
Re Fox, Pailthorpe v Baines	12 "	"
" " "	12 "	"
Purnell v Fry	13 "	North, J.
Taylor v Simpson	13 "	"
Edge v Campbell	14 "	"
Re Oldfield, Oldfield v Oldfield	16 "	"
Oldfield v Oldfield	16 "	"
Hale v Sheldrake	17 "	"
Mead v Goldfinch	17 "	Stirling, J.
Colson v Williams	17 "	"
Trimming v Glenie	18 "	"
Blum v Manor Park Cemetery Co ld	19 "	North, J.
Moss v Metropolitan Ry Co	19 "	"
Nicholson v Gandy Belt Manufactng Co ld	20 "	"
Linton, Knt. v Piccadilly Art Galleries Cold	21 "	"
Buchholz v Frost, trading, &c	24 "	"
Thomas v Lydall	24 "	Stirling, J.
Richardson v Seamen's Hospital Society	25 "	North, J.
Ross v Wagner	25 "	Stirling, J.
Metropolitan Ry Co v Metropolitan District Ry Co	25 "	"
Devon & Cornwall Dairy Farmers' Co v Richards	28 "	North, J.
Re Schancheiff's Patent, No. 1,237, motn	28 "	"
Vallentin v George	30 "	Stirling, J.
Glasier v Rolls	30 "	"
Re McClelland, McKee v Weir	2 May	"
Redman v Rymer	2 "	"
Harvey v North Cornwall Railway Co	2 "	"
Par Tin Mine ld v Endean	2 "	"
Kentish v Stuart	3 "	North, J.
Post Card Automatic Supply Co ld v Combined Automatic Machine Co	3 "	"
Browne v Sulivan	4 "	"
Newport, Abercarn, &c, Steam Coal Co v Cory & anr	5 "	"
Bloxsome v Tyacke	5 "	Stirling, J.
Lemon v Brighton	7 "	North, J.
Marten v Standing, Standing v Marten	8 "	"
Burslem v Brown	8 "	Stirling, J.

Ritchie v Barnard	9 May	North, J.
Combined Weighing & Advertising Machine Co ld v Automatic Weighing Machine Co ld	9 "	"
Earl of St Germans v Saw	10 "	"
Emmott v Petingdale	10 "	"
Re Blackwall, Evans v Blackwall	11 "	"
Peat v Smith	14 "	"
Re Commercial Bank of London ld, adj sms	14 "	Stirling, J.
Re Salmon, Priest v Uppley	15 "	"
Stovin v Moll	15 "	"
Beere v Ellis	16 "	North, J.
Re Gamble & Leach's Trade-Mark and Patents, &c, Act, motion	16 "	"
Ashford v Newton	18 "	"
Meek v Smith	19 "	"
Hooper v Hatchett	23 "	"
Re Clifford, Clifford v Kendall	24 "	"
Foskett v Hargrave	28 "	"
Showell v Winkup	6 June	"
Balch v Hargrave	8 "	"
Earl of Ilchester v Rashleigh	11 "	"
Jenkins v Jenkins	13 "	Chitty, J.
Re Walter, Neison v Walters	13 "	North, J.
Harris v London & South-Western Ry Co	15 "	"
Fewings v Fewings	16 "	Chitty, J.
Nash v Woolwich Equitable Building Soc	16 "	North, J.
Courtney v Sheffield Building Soc	18 "	Chitty, J.
Withers v Purchase	20 "	"
United Telephone Co v Haslewood	16 February	"
Staples v Northern Transvaal Gold Mining Co ld	28 June	"
Royal Exchange Shipping Co ld v Jenks	30 "	"
Oram v Perkins	3 July	"
Willcocks v Lamont	4 "	"
Mackenzie v Noton	5 "	"
United Land Co v Adams	3 "	"
Fortescue v Cornwall Ry Co	6 "	"
Rocks v Pursell	7 "	"
Good v Taylor	9 "	"
Killeen v Power	10 "	"
Re Davies, Issard v Lambert	11 "	"
Watson v Hutton	11 "	"
Corbin-Finch v Miles	12 "	"
Re Dumbrell, Dumbrell v Dumbrell	12 "	"
Re A Rowe, Jacobs v Hind	16 "	"
Re H. Dodson, Shimeld v Heywood	16 "	"
Allan v Coulson	20 "	"
Re Bennison, Cutler v Boyd	24 "	"
Robson v Dodds	26 "	"
Adams v Hotel Victoria ld	30 "	"
Garnett v Dawson	31 "	"
Vanner v Killick	3 August	"
Williams v Hudson	3 "	"
Roberts v Lewis	3 "	"
Re Dixon, Daly v Dixon	3 "	"

CASES OF THE WEEK*

Court of Appeal.

READ v. BROWN—No. 1, 28th November.

PRACTICE—PROHIBITION—MAYOR'S COURT—ASSIGNMENT OF DEBT—CAUSE OF ACTION.

This was an appeal from the decision of a divisional court (Pollock, B., and Manisty, J.). A certain Mrs. Barnes had supplied goods to the defendant to the extent of £16 3s. 4d. Both Mrs. Barnes and the defendant resided in Surrey. On July 30 Mrs. Barnes, being in Fleet-street, assigned to the plaintiff her debt from the defendant. The plaintiff then brought this action in the Mayor's Court. On application at chambers, a prohibition was granted by Sir James Hannen, but this was discharged by the Divisional Court. The defendant appealed, but

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal. Lord Esher, M.R., said that a cause of action had been defined to comprise every fact which, if traversed, the plaintiff must prove in order to establish his right to judgment. It was clear that the assignment fell within that definition. By section 25 of the Judicature Act, 1873, an assignment of a debt transferred not only the right to sue for the debt, but the legal right to the debt. The assignee had therefore the debt itself, and all legal remedies for it. It was necessary that he should prove the assignment in order to establish his case. The assignment took place in the City of London, and therefore the Mayor's Court had jurisdiction, and no prohibition would lie. FRY, L.J., said that everything which, if

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

the plaintiff did not prove it, would give the defendant the right to immediate judgment was part of the cause of action. The assignment clearly came within that, for if the plaintiff were unable to prove the assignment he would assuredly fail in his action. LOPES, L.J., concurred.—COUNSEL, *Henn Collins, Q.C.*, and *Joseph Tanner*; *Horace Kent*. SOLICITORS, *Thomson & Ward*; *White*.

FLINT v. BARNARD—No. 1, 22nd November.

BANKRUPTCY—COMPOSITION—"DEBTS DUE"—RELEASE OF DEBTOR—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 18, sub-section 8.

The defendant became tenant to the plaintiff of certain premises at the yearly rent of £160, and the lease contained a covenant by the defendant to keep the premises in repair, and to deliver them up at the end of the tenancy in the like good repair and condition. On the 22nd of November, 1886, a receiving order was made against the defendant, and on the 25th of December he gave up possession of the premises to the plaintiff, owing the last quarter's rent. The defendant's creditors resolved to accept a composition of 2s. 6d. in the pound, under section 18 of the Bankruptcy Act, 1883, and on the 23rd of March, 1887, the composition was approved by the court. The plaintiff did not by voting or otherwise assent to the composition. The plaintiff subsequently brought this action to recover the quarter's rent, and damages for breach of covenant to repair. The defendant paid the rent in respect of the period subsequent to the receiving order, and as to the rest of the claim pleaded that the debtor was released by the composition. Stephen, J., held that the composition only released debts actually due at the date of the receiving order, and gave judgment for the plaintiff. Section 18, sub-section 8, of the Bankruptcy Act, 1883, provides that "a composition or scheme accepted and approved in pursuance of this section shall be binding on all the creditors so far as relates to any debts due to them from the debtor and provable in bankruptcy."

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) allowed the appeal. Lord Esher, M.R., said that a rule of interpretation or of conduct when a Bankruptcy Act had to be construed had been laid down by the House of Lords in *Hardy v. Fothergill* (13 App. Cas. 351), when it said that the Legislature had been engaged in the effort to exhaust every conceivable possibility of liability under which a bankrupt might be, and to relieve him from it. That rule must be applied to section 18, sub-section 8. Must the words "debts due" be construed strictly? If so, the words following, "and provable in bankruptcy," would be useless, because every debt in the strict sense is provable in bankruptcy. A wider meaning must be given to the word "debts." It seemed to include all liabilities under which the debtor lay and which were provable in bankruptcy. That would give the debtor adequate relief. The word "creditors" also had a correspondingly wide meaning. The other sub-sections bore out this view. In section 19 "debt or liability" was spoken of. That shewed in what sense the word "debts" in section 18, sub-section 8, was used. Further, by rule 208 of the Bankruptcy Rules, 1886, which had the force of a statute, upon the composition being approved the receiving order was to be rescinded, and the debtor was to be put in possession of his property. That clearly shewed that the Legislature did not contemplate any claims remaining outstanding. The property was restored to the debtor mainly to enable him to pay the composition, and it could not have been intended that that property could at once be seized for an outstanding claim. Section 18, sub-section 8, therefore included liabilities provable in bankruptcy as well as debts, and judgment must be entered for the defendant. FRY, L.J., concurred. If the composition covered a lesser area than a bankruptcy, why should not the debtor be made bankrupt in respect of the residue? But rule 208 said that the receiving order was to be rescinded, and it obviously contemplated that the debtor should not be made bankrupt. The words "debts due" in section 18, sub-section 8, meant debts and liabilities provable in bankruptcy. LOPES, L.J., concurred.—COUNSEL, *Etherington Smith*; *Oswald and Pochin*. SOLICITORS, *Adrian Young*; *G. Johnson*.

COLE v. SAQUI—No. 2, 24th November.

PATENT—ACTION FOR INFRINGEMENT—PARTICULARS—COSTS—CERTIFICATE—JURISDICTION OF COURT OF APPEAL—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 29.

In this case a question arose as to the jurisdiction of the Court of Appeal, under sub-section 6 of section 29 of the Patents Act, 1883, to grant a certificate as to particulars in an action for the infringement of a patent, with a view to the taxation of costs. Section 29 provides (sub-section 1)—"In an action for the infringement of a patent the plaintiff must deliver with his statement of claim, or, by order of the court or a judge, at any subsequent time, particulars of the breaches complained of." Sub-section 2—"The defendant must deliver with his statement of defence, or, by order of the court or a judge, at any subsequent time, particulars of any objections on which he relies in support thereof." By sub-section 6—"On taxation of costs regard shall be had to the particulars delivered by the plaintiff and by the defendant; and they respectively shall not be allowed any costs in respect of any particulars delivered by them, unless the same is certified by the court or a judge to have been proven or to have been reasonable and proper, without regard to the general costs of the case." In the present case *Kekewich, J.*, at the trial decided in favour of the plaintiff's patent.

THE COURT reversed the decision, being of opinion that the plaintiff's invention did not involve sufficient ingenuity to support a patent.

The defendant's counsel then asked the court to grant the defendant a certificate under section 29 so as to entitle him to the costs.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) held that there was jurisdiction to grant the certificate. COTTON, L.J., was of opinion that,

although the words "the court" used in section 29 pointed to the High Court—i.e., to a judge of first instance or a divisional court—the Court of Appeal had jurisdiction to make such an order as the judge in the court below ought to have made. Such orders as that now asked for had been already made on several occasions by the Court of Appeal. He was of opinion that a certificate ought to be granted to the defendant with regard to some of his particulars of objection. LINDLEY and BOWEN, L.J.J., concurred. —COUNSEL, *Atton, Q.C., Warmington, Q.C., and E. S. Ford; Meulton, Q.C., Neville, Q.C., Chadwick Healey, and F. S. Hickey.* SOLICITORS, *Phelps, Sidgwick, & Biddle; Saunders, Haicksford, Bennett, & Co.*

EDWARDS v. WOOLDRIDGE—No. 2, 28th November.

APPEAL—RE-HEARING—JURISDICTION.

This was an original motion by the plaintiff asking that an appeal, which had been decided on the 9th inst., might be re-heard, on the ground that the decision of the court (Lindley and Bowen, L.J.J.) was founded on a point which had not been fully argued before them. The order on the appeal had not been passed and entered. The action was by a mortgagor against his mortgagee to restrain the defendant from continuing in possession of the mortgaged property, of which he had taken possession, and he alleged that the mortgagor had committed default in payment of the mortgage-money. North, J., held, on the construction of the mortgage deed, which was in very peculiar form, that the plaintiff was in default, and refused to grant an injunction. The Court of Appeal held that there had been no default within the meaning of the deed, and that no money was due by the plaintiff to the defendant. But, notwithstanding this, they held that the plaintiff was not entitled to relief in equity, unless he was willing to redeem the defendant. The plaintiff declined to do this, and the Court of Appeal held that he was not entitled to an injunction. The latter point was that which, it was said, had not been fully argued, though it was admitted that it had been mentioned in the course of the argument.

THE COURT (COTTON, LINDLEY, and BOWEN, L.J.J.) refused the application. COTTON, L.J., said it was not suggested that there was any slip in the order or that the facts were not well understood by the court, but it was said that the decision was wrong, and that it was founded on a point which, though it was mentioned, was not prominently brought forward. His lordship would not express any opinion whether the Court of Appeal had jurisdiction to re-hear a case which it had decided. When an order as drawn up did not truly represent the judgment of the court, no doubt the court had power to set it right. But to accede to the present application would be to introduce a very dangerous practice. Continual applications would be made to have appeals re-heard on the ground that points had not been fully argued. In the present case the point in question had been fully considered by the judges, and there had been no misapprehension of the facts. LINDLEY, L.J., said that if the court had gone wrong, it had done so deliberately. There had been no slip. BOWEN, L.J., concurred. —COUNSEL, *Crackanthorpe, Q.C., and Tate Lee; Cozens-Hardy, Q.C., and Vernon R. Smith.* SOLICITORS, *Lambert, Petch, & Shakespear; Wood, Bigg, & Nash.*

CORBETT v. CORBETT—No. 2, 15th November.

HUSBAND AND WIFE—DIVORCE—PERMANENT MAINTENANCE FOR WIFE—WILL—CONSTRUCTION—GIFT LIABLE FOR FORFEITURE ON ALIENATION—20 & 21 VICT. c. 85, s. 32—29 & 30 VICT. c. 32, s. 1.

The question in this case was, whether an allowance for the permanent maintenance of a wife, on a divorce being obtained by her on the ground of the husband's adultery and cruelty, could be charged upon certain property which he took under the will of his father. The father, by his will, gave certain property to trustees, for the benefit of his three sons respectively. The gift for this particular son, J. N. C., was of some houses, furniture, shares, and bonds, "upon trust to and for the sole use and benefit of J. N. C., his heirs, executors, and administrators, and to be assigned, transferred, and handed over to him as soon as conveniently may be" after the death of the father, "but subject to the provision against mortgaging or alienating the same as hereinafter contained." The will contained a proviso that, in the event of the death of any or either of the three sons of the testator "unmarried and without lawful issue, the share or shares of him or them so dying shall go to and be equally divided amongst such of the other children" of the testator as should be then living. And there was a further proviso that the freehold and leasehold property given by the will for the use of the three sons of the testator was to be held by the trustees "upon the express conditions that neither of the said sons, during their or either of their lives, have power to mortgage, sell, alien, charge, or incur any part of the same, and, in the event of either of them so doing, then and in that event the trustees shall stand possessed of the share of such son or sons so charging, incumbering, or parting with his share of the said property hereby limited to him in trust for the other sons" of the testator, "and to the entire exclusion of the son so selling or incumbering his share of the said property or any part thereof." By section 32 of the Act 20 & 21 VICT. c. 85 power is given to the court "to order that the husband shall, to the satisfaction of the court, secure to the wife such gross sum of money, or such annual sum of money, for any term not exceeding her own life, as, having regard to her fortune, &c., it shall seem reasonable." It was contended on behalf of the husband that the wife's maintenance could not be charged on the property given to the husband by the father's will, because the act of charging the property would work a forfeiture of his whole interest therein. Butt, J., held (13 P. D. 136) that an estate in fee simple in the houses was given by the will to the husband, and that the proviso for forfeiture was void. He, therefore, ordered the husband to secure an annual allowance of £84 to the wife during her life.

THE COURT (COTTON, LINDLEY, and BOWEN, L.J.J.) affirmed the decision.

—COUNSEL, *Cave; Farwell.* SOLICITORS, *Pontifex, Hewitt, & Pitt; Wynne, Holmes, & Wynne.*

RESULTS OF APPEALS.

COURT OF APPEAL No. 1.

Nov. 22.—*Gourand v. Fitzgerald and Others* (37 W. R. 55).—Appeal dismissed.

High Court—Chancery Division.

Re ROUSE, ROUSE v. TRIBLE—Kay, J., 23rd November.

PRACTICE—ORDER MADE IN CHAMBERS—MOTION TO DISCHARGE—FRESH EVIDENCE—JUDICATURE ACT, 1873, s. 50.

In this case the question was raised whether, on a motion to discharge an order made in chambers, the court will allow further evidence to be adduced. The order in question, dismissing an application for the administration of the above estate, had been made on the 18th of November, 1887, and the plaintiff now moved to discharge or vary that order, on the ground that he had lately discovered certain evidence which, though previously unknown to him, had been in the possession of the defendant whom he sought to make account in the action. In support of the motion section 50 of the Judicature Act, 1873, was relied on, which provides that every order made by a judge in chambers may be set aside or discharged by the judge sitting in court. The defendant objected that it had been decided in *Re Munns & Longden* (32 W. R. 675) that on a motion such as this fresh evidence was not allowable, and that the motion was in the nature of a bill of review on the ground of new matter, which, according to the old practice, could not be brought without the special leave of the court.

KAY, J., in refusing the motion, said that he was not aware that the Judicature Act had altered the practice of the court as to proceedings in the nature of review. That practice had always been carefully guarded, for you had to get the leave of the court, and if the ground were the discovery of fresh evidence you had to prove that you could not, by exercising due diligence, have discovered it sooner. He was emphatically of opinion that section 50 of the Judicature Act was not intended to alter this. The object of that section was clear. Orders in chambers might either not come before the judge personally, or might be such as he, after deliberation in court, would not allow to stand, and the section provided the means of enabling this to be done. But it was never intended that a party might adduce fresh evidence when applying to discharge or vary an order on the ground that it was wrong on the evidence at the time when it was pronounced. Such a practice would open the door to grave abuse by enabling a party to discover in chambers the weak spot in his case, and then to move in court on a totally new set of affidavits. If the Legislature had wished to alter the old practice as to bills of review, he should have expected to find it done by some Act of Parliament. The motion was a mistake. It was equivalent to a review. Where that was the object, a fresh action should be brought, the leave of the court being first obtained for so doing. —COUNSEL, *Blakeley; Renshaw, Q.C., & Stock.* SOLICITORS, *G. E. Lewis; Coode Kingston, & Cotton, for Cecil Bray & Peter, Holsworthy.*

Re VALDEZ TRUSTS—Kay, J., 24th November.

WILL—CONSTRUCTION—INTESTACY—BEQUEST TO EXECUTORS OR ADMINISTRATORS OF LEGATEE IN CASE OF LEGATEE'S DECEASE—BEQUEST BY LEGATEE TO TESTATOR.

In this case a testator made a general bequest in favour of two persons, and, in case of their decease, to their executors or administrators. Both the legatees died in the testator's lifetime, one of them having left to the testator the residue of her property, which included the share of his estate bequeathed by him in her favour. The question now arose whether this share went to the executor of the other legatee under the testator's will, or to the testator's next of kin. The argument on behalf of the executor was that, as the share came back to the testator, it must be treated as part of his estate, and be again divided between the representatives of the two legatees, and so again and again until the share was exhausted, by which means the whole would gradually pass to such executor. The next of kin contended that the share had lapsed. If it were to be treated as again and again passing by the will, it would each time be liable for probate and legacy duty until it vanished.

KAY, J., held that the share had lapsed. The testator's will spoke only from his death. It was only under his own will that the share returned to him, that is after his death. It followed that it could not be disposed of by his will. And the argument as to the probate duty illustrated the absurdity which the other view would lead to. The share was, therefore, undisposed of, and went to the testator's next of kin. —COUNSEL, *Marten, Q.C., and Martin Ware; Ince, Q.C., and A. Young.* SOLICITORS, *Woodroffe & Burgess; Kearney, Harves, & Walsh.*

Re GENT, GENT-DAVIS v. HARRIS—North, J., 27th November.

ATTACHMENT—CONTEMPT OF COURT—NON-PAYMENT OF MONEY BY PRISON ACTING IN A FIDUCIARY CAPACITY—RECEIVER AND MANAGER APPOINTED BY COURT—PRIVILEGE OF PARLIAMENT—WANT OF MEANS—DEBTORS ACT, 1869, s. 4—DEBTORS ACT, 1878, s. 1.

This was an application for leave to issue a writ of attachment against the plaintiff in the action (who was a member of Parliament) for his contempt in non-compliance with an order to pay into court a sum certified to be due from him as receiver and manager of the business of the testator in the action appointed under an order of the court. In opposition to the motion it was argued that the plaintiff was not a "person acting in a fiduciary capacity" within the meaning of section 4 of the Debtors Act, 1869; that before the date of the order to pay his balance into court he

had been discharged from the office of receiver and manager; that he had no means of paying the sum which he had been ordered to pay; and that he was entitled to privilege of Parliament.

NORTH, J., overruled all the objections, and gave leave to issue the attachment. His lordship held that the plaintiff was clearly, as an officer of the court, "a person acting in a fiduciary capacity," referring to *Re Bell* (L. R. 9 Eq. 172), *Morris v. Ingram* (13 Ch. D. 338), *Crowther v. Elgood* (34 Ch. D. 691), and *Litchfield v. Jones* (36 Ch. D. 530) as authorities in favour of this view. He said that *Re Strong* (32 Ch. D. 342) shewed that there was no force in the objection that the plaintiff had been removed from his office of receiver at the time when he was ordered to pay the money into court. Moreover, the real meaning of the discharge was to prevent him from being any longer in receipt of the money, and it did not take away any liability in respect of the money he had already received. Then it was said that the plaintiff had no money, and that the court ought not, in the exercise of its discretion under the Debtors Act, 1878, to commit him. The statement in the plaintiff's affidavit was only that he had no money. That was not of itself sufficient. There was no statement what had become of the large sums of money which he had received. It was quite clear that the jurisdiction conferred by the exceptions in the Act of 1869 authorized and required the punishment of persons who came within the exception. In *Morris v. Ingram* Jessel, M.R., said: "The Act abolishes imprisonment for debt in the case of an honest debtor, but it is at the same time intended for the punishment of a fraudulent or dishonest debtor. It is in that sense vindictive, and intended to be so." The Act of 1878 gave the court a discretion which it had not before. In *Holroyde v. Garnett* (20 Ch. D. 534) Bacon V.C., said:—"The Act of 1878, under which a very anxious and delicate discretion is to be exercised by the court, clearly had for its object that the court should take into consideration the circumstances of each case, and the jurisdiction is only vindictive so far as it may be exercised to punish fraudulent misapplications, in which case the power of imprisonment should be exercised without hesitation." In *Re Knowles* (52 L. J. Ch. 685), which was the case of a trustee who had misapplied trust money, Kay, J., said:—"He may improperly invest trust moneys—that is a comparatively lenient offence; but to put them in his own pocket and mix them with his own moneys, whereby they are lost, is one of the most improper acts a trustee can possibly commit. . . . If it were clear that he had not the means to pay, the present case does not seem to me to be one in which the court ought not to make the order. If the exception in this Act was intended for the punishment of trustees who do such things as these, the present is clearly a case in which the attachment ought to issue. Taking that view, which I am justified in doing from *Morris v. Ingram*, I think this is a case in which the punishment ought to be inflicted for the purpose of teaching this man that a dishonest act of this kind will not be passed over with impunity, even though he is unable to pay, and for the purpose of teaching other trustees the same lesson—a very salutary one in many cases." The statement by the plaintiff that he had no money was no excuse or extenuation; and to say that a person who had received money which he ought to pay over had spent it all, and had not any of it left, was no reason for exercising the discretion. In his lordship's opinion Parliamentary privilege had no application to a case like this. In *Long Wellesley's case* (2 R. & M. 665) Lord Brougham, L.C., said:—"The line, then, which I draw is this—that against all civil process privilege protects, but that against contempt for not obeying civil process, if that contempt is in its nature or by its incidents criminal, privilege protects not; that he who has privilege of Parliament in all civil matters, matters which, whatever be the form, are in substance of a civil nature, may plead it with success, but that he can in no criminal matter be heard to urge such privilege; that members of Parliament are privileged against commitment, *quid* process, to compel them to do an act; against commitment for breach of an order of a personal description, if the breach be not accompanied by criminal incidents, and providing the commitment be not in the nature of punishment, but rather in the nature of process to compel a performance; and in all such matters members of Parliament are protected; but that they are no more protected than the rest of the King's subjects from commitment in execution of a sentence, where the sentence is that of a court of competent jurisdiction and has been duly and regularly pronounced. . . . There are cases, indeed, which go a good deal further, and which justify me in denying that what, in common parlance, may be called criminal contempt must be committed in order to oust the privilege. If the contempt savours of criminality, and the sentence is penal, that, according to the books, appears to be enough." The matter had been before the Court of Appeal recently in several cases. In *Re Preston* (11 Q. B. D. 545), in which a solicitor was arrested under an attachment on his way from a police court, to which he had been in the discharge of his professional duties, Lord Esher, M.R., said:—"I think it very plain that the privilege did exist, provided the process upon which he was arrested was of a civil nature. It is clear that there is no privilege from arrest upon a criminal charge; but the privilege does apply as to arrest upon *meane* process, and upon judgment for debts and other causes of action; it is clear that the privilege can be successfully claimed by members of Parliament, by witnesses going to or coming from courts of justice in obedience to subpoenas, and by solicitors and barristers attending courts to discharge their professional duties. . . . The principle is that process to enforce civil obligations is subject to privilege, but process for acts in the nature of offences is not; attachments are granted for neglect of obedience to orders of courts of justice, when they are issued merely for the purpose of enforcing judgments in civil disputes, and when the breach of the order to do or not to do something cannot be said to be in the nature of an offence, then the privilege can be claimed; but where an attachment is issued for a breach of the law, or as a remedy for something that is a breach of the law and in the nature of an offence, no privilege can be

claimed. The question, therefore, is whether, if a solicitor disobeys an order made on him in his character as solicitor, he commits an offence and becomes subject to criminal process, or whether he is merely subject to civil process. . . . I entirely agree that the statutes go a very long way to shew that a default by a solicitor is an act of a criminal nature, for which he may be punished as for a contempt. The contempt of the solicitor in this case was in the nature of an offence, and no privilege can be claimed on his behalf; for attachment is a mode of curing or punishing an offence." *Re Dudley* (12 Q. B. D. 44) was to the same effect. The principle laid down in those cases with regard to a solicitor applied equally to a person who was acting in a fiduciary capacity.—COUNSEL, Rowden; Jason Smith; M'Swinney. SOLICITORS, Roscoe & Hincks; Pownall & Co.; Soames, Edwards, & Jones.

JOHNSON v. EVANS—Kekewich, J., 26th November.

PRACTICE—R. S. C., LV., 5A—ACTION FOR REDEMPTION—DISPUTED TITLE—ORIGINATING SUMMONS—COSTS.

In this case a question arose as to what costs should be allowed successful plaintiffs in a redemption suit, where the relief might have been obtained by summons. The plaintiffs, who were the executors of a mortgagor, had tendered to the defendants, the mortgagees, previous to this action being commenced, the amount due on the mortgage. The defendants did not dispute the amount, but one of them declined to reconvey, alleging that the plaintiffs had not proved their title to redeem. This action for redemption was then brought, and at the trial the plaintiffs proved their tender and their title by oral evidence, and recovered judgment.

KEKEWICH, J., held that the plaintiffs were entitled to such costs only as would have been incurred on an originating summons under ord. 55, r. 5 (a), contested by the defendants and attended by counsel in chambers, including the costs of the witnesses examined in court.—COUNSEL, Warmington, Q.C., and Denham; S. Hall, Q.C., and Cann. SOLICITORS, Charles Robinson & Co., for Wright & Tanfield, Cradley Heath; F. Needham, for Dale & Son, Birmingham.

High Court—Queen's Bench Division.

JAMES v. BRIMAGE—16th November.

ACTION BROUGHT WITHOUT AUTHORITY OF PLAINTIFF—JUDGMENT WRONGFULLY OBTAINED BY FALSE AFFIDAVIT—PRIMA FACIE EVIDENCE OF LIABILITY OF PLAINTIFF.

This was an action brought in the Bloomsbury County Court, and, according to the particulars of claim, damages were sought for wrongfully obtaining judgment against the plaintiff for £6 18s. 4d., upon the false representation of fact to the court that they, the defendants, had served the plaintiff with a default summons, whereas in truth and in fact the defendants had never served the plaintiff with such summons, and for wrongfully, under the colour of such judgment, seizing in execution and detaining the plaintiff's goods. An action had been brought in the name of Brimage, the present defendant, against James, the present plaintiff, for the price of goods supplied, in which action the solicitor whose name appeared on the record as acting for Brimage was H. A default summons was obtained under section 1 of the County Courts Act, 1875, upon the filing of an affidavit made by one Fawcett, a debt collector, which affidavit was in the form given in Schedule A. to that Act, and contained words to the following effect:—"I am a person in the employ of the plaintiff, and I am duly authorized by him to make this affidavit, and it is within my own knowledge that the aforesaid debt was incurred, and for the consideration above stated, and such debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied." An affidavit of service of the default summons on the defendant was subsequently filed, and thereupon judgment was entered, and execution levied. An application was, however, made on the part of James, and, proof having been given that the last-mentioned affidavit was untrue, and that the default summons had never been served, the judgment was set aside. James then brought the present action against Brimage, and relied on the above facts. The defendant's case was that the former action had been instituted without his knowledge, that he never retained H. to act for him in any such action, and that he never authorized Fawcett to make any affidavit. It appeared that at the commencement of the present action H. was acting for the defendant, who, however, subsequently instructed his regular solicitors. At the hearing before the deputy county court judge counsel for the plaintiff tendered the affidavits used in the former action, and the judgment and the order setting aside the judgment. It was objected on behalf of the defendant that those documents were not admissible as evidence until it had been shewn that the defendant retained H. The burden was on the plaintiff to shew that the defendant had authorized the commencement of the former action, and the mere production of Fawcett's affidavit was no proof of that. Plaintiff's counsel declining an adjournment for the purpose of calling Fawcett or the solicitor, the deputy county court judge nonsuited the plaintiff. From this judgment of nonsuit the plaintiff appealed, and it was argued on his behalf that the court would presume that the affidavit had been made with the defendant's authority; the fact that an action was brought in the name of a party and that evidence was used in his favour afforded a presumption that it was used with his authority: *Drickell v. Hulst* (7 A. & E. 454); *Boileau v. Bullin* (2 Ex. 665); *Richards v. Morgan* (33 L. J. Q. B. 114). Even though the original action had been brought without the defendant's authority, still in such an action as this he was liable: *Mudry v. Newman* (1 C. M. & R. 402). On the part of the defendant it was argued that if the plaintiff's contention were right, a

man might be liable for proceedings fraudulently taken in his name by an unauthorized person, and that could not be good law.

THE COURT (LORD COLERIDGE, C.J., and GRANTHAM, J.) allowed the appeal, holding that, on the authority of *Mudry v. Newman*, there was *prima facie* evidence of the defendant's liability, though of course it might well be that he had a remedy against the solicitor.—COUNSEL, *Lush-Wilson; Melsheimer*. SOLICITORS, *Frank Richardson & Sadler; Taylor & Taylor*.

Ex parte MONTEFIORE—21st November.

MUNICIPAL CORPORATIONS ELECTION ACT, 1884, s. 20—ILLEGAL PRACTICE—APPLICATION FOR RELIEF.

In this case the applicant sought to obtain relief under section 20 of 48 & 49 Vict. c. 70 from the consequences of an illegal practice alleged to have been committed by him in contravention of section 16 of the above Act. The affidavits stated that he, being a candidate for election to the London School Board, an election to which the above Act is made applicable by section 36, had held two meetings, one at a working men's club in Whitechapel and another at Beaumont Hall, Stepney, which formed part of a Conservative club. At both these places there were adjoining rooms in which intoxicating liquors were supplied to members. By section 16 of the Act it is enacted that "premises where any intoxicating liquor is supplied to members of a club, society, or association, or any part of such premises, shall not, for the purpose of promoting or procuring the election of a candidate, . . . be used either as a committee room or for holding a meeting." The affidavits further stated that with regard to the first meeting at the club at Stepney the applicant acted in ignorance of the provisions of the Act, and, with regard to the second meeting, that he had been informed by persons conversant with the Act that if the doors leading to the rooms where intoxicating liquors were sold were locked and barricaded the law would be complied with, and that, in both cases, he had acted inadvertently and in good faith.

THE COURT (LORD COLERIDGE, C.J., and MANISTY, J.) held that, though the applicant might take an order excusing him from the consequences of the first meeting, there could be no order in the second case. Lord COLERIDGE, C.J., said that it did not appear that any legal advice had been taken in the matter, and, though the applicant had acted *bona fide*, he had become aware of the provisions of the Act, and could not thereafter be permitted to escape from the effect of those provisions in consequence of the opinions with which he had contented himself.—COUNSEL, *Muir Mackenzie*. SOLICITORS, *Waterhouse, Winterbotham, & Harrison*.

Solicitors' Cases.

BROWN v. BURDETT—C. A. No. 2, 27th November.

COSTS—ADMINISTRATION ACTION—UNREASONABLE CONDUCT OF PROCEEDINGS—DISALLOWANCE OF TAXED COSTS OF EXECUTOR OUT OF ESTATE—R. S. C., LXV., 1, 11.

This was an appeal from an order made by Kay, J., on the second further consideration of an administration action, disallowing payment out of the estate of part of the taxed costs of the plaintiff, one of the executors of the testatrix. The action was commenced in May, 1875. The testatrix charged her debts and legacies upon her real estate, and, subject to this charge, she devised the real estate specifically to certain persons. There was no trust of any part of it, except one which failed. The personal estate of the testatrix was undisposed of, and it devolved on the plaintiff as next of kin. The plaintiff and the two defendants were the executors of the will. The case came before Kay, J., on second further consideration in November, 1887, and it then appeared that the whole of the estate, which amounted to about £4,000, would be required for the payment of costs. Minutes had been prepared which provided for the taxation of the costs and their payment out of the estate. Kay, J., considered that there must have been unreasonable delay in the conduct of the action, and he made an order under rule 11 of order 65 calling upon the solicitors to shew cause why some portion of the costs should not be disallowed as between the solicitors and their clients, and he referred the matter to the taxing master for inquiry and report. This order was affirmed by the Court of Appeal (32 SOLICITORS' JOURNAL, 111, 37 Ch. D. 207). The result of the taxing master's report was to shew that there had been very improper delay in the conduct of the action. A sum of £2,030 was claimed for the costs of the plaintiff. The taxing master taxed those costs as between solicitor and client at £1,307 17s. 11d. After the taxation had been completed Kay, J., asked the taxing master to consider what was the amount which, if the plaintiff had properly conducted the action, would have been incurred in costs. After fully considering the matter, the taxing master stated that, if the action had been properly conducted, the plaintiff's solicitor would have been amply remunerated by £800. The plaintiff's solicitor had already received £600 on account out of the estate, and Kay, J., directed that he should be allowed out of the estate a further sum of £200 and no more.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision. COTTON, L.J., said that the main objection raised was to the direction that the plaintiff should be allowed for his costs a sum less than what the taxing master had allowed on taxation. The proceedings in the action had occupied an enormous time, considering what had to be done. When the testator's debts and legacies had been paid, and the costs provided for, less than £300 would remain out of an estate worth £4,000. This was a result not very creditable to the Chancery Division. When the matter came before Kay, J., he, acting upon rule 11 of order 65, directed an inquiry to be made by the taxing master, and his decision was affirmed on appeal. What the taxing master was to do under that

direction was not a taxation of costs; he had to see whether costs had been "improperly or without reasonable cause incurred," or whether, "by reason of undue delay, or of any misconduct or default of the solicitor, any costs properly incurred had nevertheless proved fruitless to the person incurring the same," the object being to enable the court to decide whether the litigation had been improperly conducted or not. Upon the taxation a very large sum was taxed off from the bill of the plaintiff's solicitor. The matter came before Kay, J., for second further consideration, together with the report of the taxing master shewing that there had been very great delay on the part of the plaintiff's solicitor. Then Kay, J., inquired of the taxing master what sum would have properly remunerated the plaintiff's solicitor if the proceedings had been reasonably conducted. The taxing master answered that £800 would have been ample remuneration, and, as the plaintiff's solicitor had already received £600 on account, Kay, J., directed that he should be allowed only £200 more. Kay, J., was satisfied that the proceedings in the action had not been carried on in a reasonable way, not only with regard to the delay, but in other respects. Delay might result in great loss and injury to the parties, which could not be compensated by disallowing particular items of costs. Having regard to the delay, and to the report of the taxing master, Kay, J., thought the plaintiff had lost the right to costs as an executor which was given to him by rule 1 of order 65, which provided that the costs of and incident to all proceedings in the Supreme Court, including the administration of estates and trusts, should be in the discretion of the court; "Provided that nothing herein contained shall deprive an executor, administrator, trustee, or mortgagee who has not unreasonably instituted or carried on or resisted any proceedings of any right to costs out of a particular estate or fund to which he would be entitled according to the rules hitherto acted upon in the Chancery Division." Kay, J., did not say that the plaintiff was wrong in instituting the action, but that the proceedings in it had been unreasonably carried on. His lordship could not see any ground for differing from the conclusion of Kay, J. He had consulted the taxing master. If he had done that with regard to any matter which was really in dispute between the parties, or with regard to the disallowance of any particular items of costs, the plaintiff might have been entitled to be heard before the taxing master. But the question was, whether the plaintiff had lost his right to costs out of the estate by his unreasonable conduct of the action. The taxing master, as an expert, was the best possible person to say what would have been the costs of the action if it had been reasonably conducted. In his lordship's opinion no wrong had been done to the plaintiff by the order appealed from. He thought that Kay, J., had been merciful in not depriving the plaintiff of all the costs, and in allowing him such an amount as, according to the best opinion he could obtain, was reasonable. It was said that Kay, J., was really taxing over again the costs which had been taxed by the taxing master. But that was not the footing on which the order was made. The foundation of it was, that the plaintiff had lost his right to costs altogether by his unreasonable conduct of the action. LINDLEY, L.J., said that the case was a scandalous one, and was calculated to bring discredit on the administration of the Chancery Division. Kay, J., had done his best to set the matter right. The report of the taxing master was not made behind the backs of the parties, and upon that report Kay, J., came to the conclusion that the plaintiff had so conducted the action as to deprive himself of the benefit of rule 1 of order 65, though a certain amount of useful work had been done for which he allowed the plaintiff a certain amount of costs. The important points were laid down by Kay, J., at the close of his judgment in these words (which his lordship wished to emphasize): "(1) The court will not permit the costs occasioned by improper litigation, or by the negligent conduct of administration proceedings, to be paid out of an estate under its care; (2) the amount of costs allowed by a taxing master as between the client and his solicitor is not conclusive of the amount which the court will allow out of the estate." BOWEN, L.J., said that the case was a scandalous one. If Kay, J., had refused to allow any costs out of the estate, his lordship would not have said that he had done anything unjust. If anything, he had been too lenient.—COUNSEL, *Sir H. Dacey, Q.C., and H. Terrell; Swinfen Eady*. SOLICITORS, *H. H. Hood Barra; Field, Roscoe, & Co.*

Re A SOLICITOR—Chitty, J., 16th, 23rd, and 24th November.

UNDERTAKING OF SOLICITOR—ENFORCEMENT—SUMMARY JURISDICTION.

In this case an application was made to the court to exercise its summary jurisdiction, by means of a four day order, against a solicitor to enforce an undertaking given by him. It appeared that the solicitor was acting for a vendor, and the undertaking was to the effect that, when a cheque given by the purchaser (the present applicant) should be cleared, the deeds, &c., relating to the property would be handed over to him by the solicitor. The undertaking was signed by the solicitor's managing clerk, and not by the solicitor himself. The solicitor, on the cheque being cleared, declined to hand over the deeds to the purchaser, stating that the contract between the vendor and the purchaser related to two properties, and that he had expressly instructed the clerk not to finally settle the purchase of the one property until the two transactions, which were connected together, were both ready for completion. The solicitor stated that the clerk acted without authority when he gave the undertaking, and that as soon as he became aware of what had occurred, he repudiated the undertaking and tendered a return of the purchase-money. The case was argued at great length, and a long correspondence, &c., between the parties was produced in evidence. Counsel for the applicant relied on the unequivocal terms of the actual undertaking. Counsel for the solicitor contended that the applicant was improperly attempting to

obtain the interposition of the court, by means of its summary powers, to enforce, in his favour, the part of the contract which was favourable to himself. They also contended that there was no authority which shewed that the court had summary jurisdiction, in the absence of the solicitor's client, to enforce an undertaking given by the solicitor when the client would be materially affected by the order sought to be obtained.

CHITTY, J., said that the question was whether the case was one in which the court would be justified in exercising its summary jurisdiction. The case was one of conflicting evidence. On the one hand there was the undertaking itself, which was clear enough. On the other hand there was the statement of the solicitor himself, which he had no reason to discredit, and a lengthy correspondence and other evidence. The court had not had the opportunity of seeing the witnesses. In such a case as the present he would be going beyond the authorities if he were to exercise the summary jurisdiction of the court, and thereby decide that the solicitor was in the wrong. The case was not a simple one. It had taken a long time to argue and there was a great deal of evidence. He held that it was not a fit case for the application against a solicitor of the court's summary jurisdiction. He could not dismiss the solicitor's defence in the summary and curt manner the applicant wished him to do. The solicitor was entitled to have the question tried in the usual manner. He, Chitty, J., desired to leave all further consideration of the matter in question absolutely open, and did not desire by what he had said to affect or prejudice in any way its future determination. All that he held was that the applicant failed in his application for summary jurisdiction. As the applicant must have been well aware from the correspondence and the offer to return the money what the solicitor's defence actually was, and therefore that it was not a proper case upon which to found his application, and also as the solicitor was unable to obtain from his own client the costs of such an application, in refusing the application he refused it with costs.—COUNSEL, *Swinfen Bady*; *Romer, Q.C.*, and *M'Swinney*. SOLICITORS, *Crossfield, Son, & Cushing*; the defendant solicitor.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 8th November, 1888:—

Aitken, Robert	Cudby, Charles George
Allen, George William	Cullingham, James Barry
Allen, Herbert, B.A.	Cranston, James
Anderson, Charles Augustus	Cross, Henry Wingfield
Andrews, Frank Reginald	Crouch, Frederick Stanley
Ashworth, Thomas Wilding	Dade, Harry
Atkinson, Charles Joshua Fearnside	Dalton, Frederick Thomas, B.A.
Austin, Alfred, B.A.	Daniell, George Henry
Avery, John Howard	Davies, William Sinclair
Baines, Henry Verdon	Dempsey, Henry Blundell, B.A.
Baker, Reginald Henry Thurlow	Dickins, Herbert Arthur
Ballard, Adolphus, B.A.	Doddridge, Charles Raymond
Bartlett, William Abraham Wilberforce	Drakeford, David Josiah, B.A.
Bateman, John	Dunnell, Robert Francis
Bell, John Lawrence	Edge, Sydney Vernon
Bemrose, Arthur Cade	Evans, Marten Llewellyn, B.A.
Bennett, William George	Fawcett, William Claude
Biddle, Percy, B.A.	Frater, Frederic Moses
Bishop, Alan Rees	Freeman, Charles Arthur
Bishop, Richard Compton	Freeman, Walter Oakes
Blenkiron, Thomas Walter, B.A.	Geiselsbrecht, Charles Henry William, B.A.
Blundell, Alfred Herbert	Geoghegan, Joseph
Bond, Walter William	Gibson, Edward Morris
Bowling, Harry Clifford	Gilbert, Erasmus James Denby
Bracher, George Howes	Gill, Benjamin Kemp
Bradley, Thomas Addison, B.A.	Gillson, Frank, B.A.
Brindley, Benjamin William	Godwin, Charles Edward
Broomhead, John Staveley, B.A.	Goodair, Thomas
Brown, Charles Watson	Gorringe, Charles Henry
Brutton, Septimus	Gray, Charles Herbert
Bullivant, Thomas Pelham	Gray, John Neville
Burr, Frederick John, B.A.	Griffiths, William
Butcher, Arthur, B.A.	Grundy, Lewis Henry
Butcher, Eli Herbert	Hands, John Joshua
Butterworth, George Frederick	Harris, Francis William
Cardale, William Henry	Hart, Alfred John, B.A.
Carruthers, James Byam	Hattersley, Albert Edward
Carter, George Coplestone	Heaton, Arthur Woodall
Chadwick, Joseph Hiram	Hebden, Brian Newell
Chiles, Thomas Henry	Heppenstall, Herbert Cullen
Cock, Edwin Henry, B.A.	Hepper, George Herbert
Cocker, John Arthur	Hiley, Ernest Varvill
Collyer, William John	Hilleary, Frederic Edward Aubyn, B.A.
Comerford, James	Hilliard, Walter
Cook, Harry William	Hirst, Joseph
Cooke, David Frederick	Hitchins, Robert Lewis
Cookson, John	Holshouse, George
Cooper, William Gordon	

Honey, Henry Knollys	Peel, Walter
Hood, Joseph	Penney, Herbert William, B.A.
Hopwood, Frederick Flowers	Phillips, Frederick Charles
Horsall, William Heineken	Phillips, William David
Hough, Walter Robert, B.A.	Pinniger, Charles Witherington
Huband, Thomas	Pomeroy, John Bartle
Hughes, Thomas	Pritchard, Harry Goring
Hugonin, Edgar, B.A.	Reeves, Herbert Kempson, B.A.
Hyde, Robert	Richardson, Arnold
Jackson, Donald Frederick	Roberts, Thomas William Wood
Jackson, John George	Robinson, Frederic William
James, Daniel Pennant	Rodgers, Reginald Arthur
James, George Francis	Roe, Robert Ernest Burton
Jeffery, William Frederick	Rowley, Henry Gowland
Jeremy, John Edward	Rusbridger, Henry
Jones, Evan Davies	Salter, Henry Stuart, B.A.
Jones, Thomas Estyn	Saunders, Percival George
Jones, William Morris	Scott, Joseph
Keeling, Arthur Trowbridge	Seddon, Frank Jervis
Keighley, Christopher	Seely, Henry
Kerly, Frederick Gyles	Sisterson, John
Kimber, Charles Dixon, B.A.	Smith, Crispin Edward
Kirkpatrick, Ivone	Smith, Francis Edward James, B.A.
Lawford, Herbert Bowring, B.A.	Smith, Henry Thomas
Lee, Harry May	Smith, James Edward Bedford
Lees, Leonard, B.A.	Solomon, Montagu
Lewis, Ernest Elgin	Spaul, William Sidney
Liddle, Charles Gordon	Stanley, Guy Wentworth
Light, Edward	Stanton, Cornelius Harrison
Liveing, William Robert Francis	Steed, Joshua Owen
Lloyd, John Arthur	Stone, Harry Ernest Thorley
Lloyd, John Richard	Sturges, Francis William Murray, B.A.
Love, Robert Lachlan	Sturt, Ernest
Lovegrove, Lewis Saunt	Surtees, Henry Patrick
Lovegrove, William Frederic	Swann, Arthur Henry
Ludford, Thomas Richard	Syer, Alfred Charles
Lumb, Mellor	Thirby, Frank Stuart
Mackay, Douglas	Thompson, Alfred Lynn
Maffey, George	Thompson, Walter
Marchant, Charles	Tordoff, Thomas Bunting
Marpole, David Williams	Tozer, Henry Edgar
Marshall, Arthur Brandon	Treasure, Frank
Marshall, William	Treharne, Gwilym Thomas
Martin, William Pinkstone	Trevor-Roper, Claude Henry
Mason, George Percival	Turner, Ernest William, B.A.
Mathews, Charles Edward	Turton, Alfred
Miller, Harry Risch	Voss, Robert
Mills, Frederick Hellewell	Voules, Francis Minchin
Mimprias, Sydney Trevor	Waddington, Henry
Mitchel, Sidney Alfred	Walford, William
Morgan, Henry Robert, B.A.	Watkins, George Floyd
Mortimer, Francis Richard	Watson, George Dixon
Murphy, Herbert, B.A.	Waugh, Joseph
Murray, Francis	Webster, James Hewitt
Murray, William Robert Walker	Welfare, James Henry
Nash, Arthur Peel	Wells, George Charles
Nelson, Edmund	Welman, Edward John
Neville, Edmund Hastings	Whitehouse, Ernest Amplett
Nicholas, John Henry	Whittaker, James Edmond
Nicholson, Edwin John	Wild, Fred
Nisbet, Harry Bruce, B.A.	Wilde, William
North, John William Allen	Willet, Thomas Henry
Northy, Walter Edward	Willmot, Francis Edgar
Norton, Theodore	Wilson, Herbert Duckworth
Notcutt, Stephen Abbott, B.A.	Wilson, John
Pain, Walter	Wilson, Richard
Parker, Charles Rowland	Woodcock, Samuel
Parmiter, Arthur Clifton	Wright, James Hall
Parry, Henry	Wyatt, Frederick Bullen
Paul, Dudley Moore	

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 6th and 7th November, 1888:—

Ackworth, Edward Cecil Brindley	Capper, William
Addison, James Flockhart	Carpenter, John Sydenham
Arnolz, Henry Preuss	Cartwright, George
Atchley, Henry Wilmot Wickham	Cattle, John Rowland
Baker, Robert Benjamin	Chambers, George William
Barlow, George Dudley	Clark, Frederick Joseph, B.A.
Beckton, Walter Dorning	Clarke, Thomas Henry
Bigland, Edwin Hodgson	Clifton, Arthur Bellamy, B.A.
Billson, Francis Morton	Cozens-Hardy, Fernelley
Brandon, Harry	Craillheim, Francis William, B.A.
Brandon, Jocelyn	Crimp, Walter Edwin
Brayshay, George Clark	Crosley, John Wilkinson
Broad, John	Crowe, Harry Percy
Brown, Herbert George	Davies, Edward William
Brown, William Edwin	Deeley, Harry Mailaby, B.A., LL.B.
Bullen, Edward Woods	De Gex, William Proctor
Capper, Harry Woodfield	Dickinson, William Albert

Dobell, Percy, B.A.
 Donaldson, Thomas William
 Douglas, Gustavus Gale
 Dumas, Arthur Julien
 Dunkerton, Henry Percy
 Eaves, William John Stanley
 Edell, George Arthur
 Edwards, Francis Harold, B.A.
 Edwards, John Parry
 Ellis, Clement George Lumley
 Ferrier, Richard Frederick Ernest
 Field, William
 Ford, Henry
 Fossick, Alfred, B.A.
 Fox, Robert Floud, B.A.
 Frupp, Herbert Innes
 Frost, William Spatchett
 Gamble, Philip Anthony
 Gee, William Johnstone
 Griffith, Arthur Foster, M.A.
 Hancox, Joseph Robert
 Hands, Alfred
 Harrison, John Mullens Watson
 Hart, Samuel Hopgood
 Hart, William Jackson
 Heaton, Beresford Rimmington, B.A.
 Herbage, Percy George
 Holden, Lawrence Neville
 Horley, Edward, B.A., LL.B.
 Hoskins, Horatio Francis Alexander
 Hughes, Rowland Thomas Armstrong
 Hunt, Edward Frederick
 Ince, Gerard Buisson
 Jessett, Montague George
 Jolly, Lewis, B.A.
 Joyce, Sherard, B.A.
 Julian, Thomas William
 Knowles, Marmaduke Redmayne
 Laverack, Edwin Arthur
 Leach, Louis James
 Lee, Douglas Cameron
 Leggett, Frederick Clement Every
 Lettis, Richard Arthur
 Lightfoot, Edward Lynch
 Lindell, William Clement
 Lindsey, Frederick
 Lowthian, George Henry
 Loynes, Herbert Edward
 McCrossan, James Daniel
 Marriott, Fred
 Mathew, Francis James
 Matthews, Peter
 Maund, Arthur Arrowsmith
 Mellersh, Wilfrid Duke
 Middleton, Gilbert
 Milligan, Charles Reginald
 Morgan, Lewis John Popkin
 Morton, Harry Barnesley, B.A., LL.B.
 Neal, William Phencé
 Newsam, Frederic Charles
 Ochse, Albert

Oddie, William
 Paine, William Henry, B.A.
 Parkes, Harry Rutherford, B.A.
 Penrice, Thomas Dawson
 Philcox, Henry Nelson
 Prendergast, Henry Ralph
 Pritchard, Richard Edward
 Procter, Arthur Howard
 Rathbone, Herbert Reynolds, B.A.
 Rawlinson, Thomas Arthur
 Riley, John
 Robinson, Arthur Armitage
 Round, Charles
 Russell, Stebbing
 Sarjeant, Frederick Arthur
 Scott, Edward
 Scott, Walter
 Sedgwick, George Tyson
 Seline, David Moses
 Seymour, Herbert John
 Shore, John Willis
 Shorland, Maitland Arthur, B.A.
 Short, Percy, M.A., B.C.L.
 Shuter, Henry Johnson
 Simmons, Graham, B.A.
 Slinnett, John Parry
 Smith, Henry Ashworth
 Sparrow, Alan Bertram Hanbury, B.A.
 Squarey, Lancelot
 Standring, Walter
 Stanhope, Edward Collingwood
 Spencer, B.A.
 Tannett, Thomas
 Thompson, John Studholme
 Thompson, Vincent
 Thomson, Lewis Gardner
 Thorneley, James Lamport
 Tindle, John Spoor
 Todd, Hadden
 Toffield, Edwin
 Tompkins, David Henry
 Tuke, Leonard, B.A.
 Turnbull, Robert
 Turner, Christopher John, B.A.
 Vanderpump, Louis Leonard
 Vassal, Harry Greame, B.A.
 Vernon, Thomas Henry, B.A.
 Waldron, Robert Highway
 Walford, Herbert Nevill, B.A.
 Walker, William Earl
 Walters, Alfred
 Ware, Charles Martin, B.A.
 Watson, Frederic Byers
 Whitaker, Robert Kidd
 Williamson, Patrick Anderson, B.A.
 Winter, Robert Gilbert
 Witty, Richard
 Woodhead, Edgar Thomas, B.A.
 Woolfenden, Robert Schofield
 Hopwood
 Wright, Frank Baildon

LEGAL NEWS.

OBITUARY.

Mr. EDWARD WILLSON CROSSE, solicitor, proctor, and notary, of 7, Lancaster-place, died at Edinburgh on the 13th ult. Mr. Crosse was born in 1822. He was admitted a solicitor in 1843, and he formerly practised in Doctor's-commons, where he had an extensive business in the ecclesiastical courts. He subsequently removed to Lancaster-place, where he was associated in partnership with his sons, Mr. Arthur Willson Crosse, and Mr. Reginald William Crosse. Mr. Crosse was a notary public and a perpetual commissioner for the county of Middlesex and the cities of London and Westminster. He formerly resided at Hornsey, and he was for several years a member of the Hornsey School Board. His son Mr. Charles Neville Crosse was called to the bar at the Inner Temple in April, 1885.

Mr. JOHN WILLIAM SKIDMORE, solicitor, of Matlock, died on the 25th ult. from consumption. Mr. Skidmore was born in 1856. He was admitted a solicitor in 1877, and during his short professional career he had practised with great success at Matlock. He was clerk to the Matlock Bath Local Board, and to the county magistrates for the Matlock division. He had for about four years held a commission in the 2nd Battalion of Derbyshire Rifle Volunteers. Mr. Skidmore's premature death is universally lamented. He leaves a widow, but no children.

APPOINTMENTS.

Mr. CHARLES EDWARD WRIGHT, solicitor, of Bristol, has been appointed Joint-Registrar of the Bristol County Court (Circuit No. 54), and Joint

District Registrar under the Judicature Acts, in succession to the late Mr. Edward Harley. Mr. Wright had acted for some time as deputy-registrar. He was admitted a solicitor in 1871.

Mr. EDWARD MOORE, solicitor, of 12, Finsbury-circus, has been appointed Solicitor to the Great Eastern Railway Co. Mr. Moore was admitted a solicitor in 1870.

Mr. EDWARD BYERLEY PARKES, solicitor, has been appointed Assistant-Solicitor to the Great Eastern Railway Co. Mr. Parkes was admitted a solicitor in 1877.

Mr. SAMUEL POPE, Q.C., has been elected Treasurer of the Middle Temple for the ensuing year.

Mr. ALFRED RICHARDSON, solicitor (of the firm of Richardson & Foxwell), of Much Hadham, has been appointed Clerk to the Hadham Highway Board, in succession to his father, the late Mr. John Mott Richardson. Mr. A. Richardson was admitted a solicitor in 1877.

Mr. THOMAS KNOWLES, solicitor, of Burton-upon-Trent, Ibstock, and Kirk Langley, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EDWARD MORTON, solicitor (of the firm of Child & Norton), of 12, Sloane-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HENRY FIELDING, solicitor, of Canterbury, has been appointed Deputy-Coroner for the Canterbury division of the county of Kent. Mr. Fielding was admitted a solicitor in 1886.

Mr. FRANK WHITTAKER BUSH, Q.C., has been elected a Benchler of Lincoln's-inn.

Mr. JOHN GERARD LAING, barrister, who has been elected a member of the School Board for London for the East Lambeth District, is the second son of Mr. David Gordon Laing. He was educated at Clare College, Cambridge. He was called to the bar at the Middle Temple in Hilary Term, 1872, and he practises on the South-Eastern Circuit and at the Surrey Sessions. Mr. Laing is one of the staff of the WEEKLY REPORTER.

Mr. LEICESTER PAUL BEAUFORT, barrister, who has been elected a Member of the School Board for London for the Greenwich Division, is the second son of the Rev. Daniel Augustus Beaufort, and was born in 1850. He was educated at Queen's College, Oxford, and he was called to the bar at the Inner Temple in May, 1879. He is a member of the Northern Circuit.

His Honour Judge VERNON LUSHINGTON, Q.C., has been elected Treasurer of the Inner Temple for the ensuing year.

LEGAL MAYORS.

Mr. WALTER SCOTNEY, solicitor (of the firm of Scotney & Shenton), of Winchester, has been elected Mayor of that city for the ensuing year. Mr. Scotney was admitted a solicitor in 1877.

Mr. JOHN THOMAS BENT LUKIN, solicitor (of the firm of Clarke & Lukin), of Chard, has been elected Mayor of that borough for the ensuing year. Mr. Lukin was admitted a solicitor in 1850.

Mr. WALTER HENRY BORLASE, solicitor and notary (of the firm of Borlase, Milton, & Borlase), of Penzance, has been elected Mayor of that borough for the ensuing year. Mr. Borlase was admitted a solicitor in 1876.

Mr. FREDERICK HASTINGS GOLDNEY, solicitor, has been elected Mayor of the borough of Chippenham for the second time. Mr. Goldney is the second son of Sir Gabriel Goldney, Bart., formerly M.P. for Chippenham, and was born in 1845. He was admitted a solicitor in 1865, and he was for several years a member of the firm of Keary, Stokes, & Goldney, of Chippenham. He is an alderman for the borough.

Mr. EVAN MORRIS, solicitor and notary, of Wrexham and Ruabon, has been elected Mayor of the borough of Wrexham for the ensuing year. Mr. Morris was admitted a solicitor in 1872. He is clerk to the Lieutenancy for the Hundred of Maclor.

Mr. WILLIAM CORNWALLIS WEST, barrister, M.P., has been elected Mayor of the borough of Ruthin for the ensuing year. Mr. West is the second son of Mr. Frederick Richard West, of Ruthin Castle, and was born in 1815. He was educated at Eton. He was called to the bar at Lincoln's-inn in Trinity Term, 1862. He is Lord-Lieutenant of Denbighshire, of which county he was High Sheriff in 1872. He has been M.P. for the Western Division of Denbighshire in the Liberal interest since 1885.

Mr. JOHN EUSTACE GRUBBE, barrister, has been re-elected Mayor of the borough of Southwold for the ensuing year. Mr. Grubbe is the second son of Mr. John Grubbe, of Horsendon House, Buckinghamshire, and was born in 1815. He was educated at Eton and at Pembroke College, Oxford, and he was called to the bar at the Inner Temple in Trinity Term, 1841. He is a magistrate for the county of Suffolk and the borough of Southwold.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

FREDERICK WILLIAM DEELEY and FRANK DEELEY, solicitors (F. W. & F. Deeley), of Dudley and Sedgley. The said business will in future be carried on by the said Frank Deeley. Oct. 31.

RICHARD PITCH and HENRY HOPE SHAKESPEAR, solicitors (Lambert, Pitch, & Shakespear), of 8, John-street, Bedford-row, London. Nov. 20. [Gazette, Nov. 27.]

GENERAL.

On Monday, in the House of Commons, Mr. Labouchere asked the Attorney-General whether a Mr. Maconochie had just been appointed a county court judge by the Lord Chancellor; whether the gentleman was either nearly or quite seventy years old; and whether he had practised before any court during the last twenty years; and, if so, when. The Attorney-General said:—I have to state that in answer to the first paragraph is in the affirmative. The Lord Chancellor believes that Mr. Maconochie's age is sixty-five. As to the third paragraph, the Lord Chancellor has no information on the point, Mr. Maconochie not being personally known to him. He was appointed on the testimony which was borne to his fitness for the office by the highest judicial and professional authorities. Mr. Maconochie has been for many years recorder of Winchester, and for the last twelve years has frequently sat as deputy county court judge.

On Tuesday, in the House of Commons, Mr. Thorburn asked the Secretary to the Treasury whether Mr. Frederick Bedwell, formerly one of the first-class clerks in the Affidavit Department of the Chancery Division, and who had served 28 years in the department and in the Record and Writ Clerks' Office, made an arrangement with the chiefs of the department with the express written sanction of the Treasury to be placed on the list of redundant clerks at his then salary of £500 per annum, provided he would give up his right to an annual increase of salary of £25 until it reached £600; whether that arrangement had been carried out since 1880 till the present year; whether in October of this year intimation was made to him that, as the duties he had agreed to perform, if required, had been abolished he must now retire upon such pension as his services entitled him to receive; and whether it was a practice at the Treasury to reserve the right to alter or vary arrangements entered into with members of the service on retirement; and, if so, was it intimated to Mr. Bedwell when he concluded his bargain with the chiefs of his department that the arrangement was liable to modification or alteration. Mr. Jackson: The facts are as stated in the question. In September last the Lord Chancellor intimated to the surviving redundant clerks his opinion that they should now retire on pension. Four of them, being so advanced in age as to be incapable of any work, have placed themselves in the Lord Chancellor's hands. The fifth, Mr. Bedwell, has made no reply, and I understand that his case is under the Lord Chancellor's consideration.

On Wednesday afternoon, soon after the rising of the courts, the Lord Chancellor attended at the Royal Courts of Justice to unveil a memorial bust of the late Sir George Jessel, the cost of which has been defrayed out of subscriptions coming from all branches of the legal profession. The bust, which is of marble, has been executed by Mr. Walter R. Ingram, and represents the late Master of the Rolls in full-bottomed wig and robes. It rests upon a handsome pedestal, which has been placed close to one of the columns outside the Lord Chief Justice's Court. Mr. Justice Chitty, as chairman of the committee, having asked the Lord Chancellor to unveil the bust, the Lord Chancellor, said,—I cannot help thinking that such an assembly as this is perhaps a more striking testimony to the great judge than even the very beautiful work of art which Mr. Ingram has placed on this pedestal, and which I am about to unveil, and I do not think that in such an assembly as this it is necessary to say much. I believe that from every rank and part of the profession there has been a desire to preserve in this great building the lineaments of the great judge with which we have been familiar. But, enduring as marble may be, I believe that the real record of that great judge's work will be found in his judgments, lucid and powerful as they were, and which undoubtedly let the light into many dark corners of our jurisprudence. Most of those who are within hearing of my voice will no doubt recognize that it would be presumption in me to enforce upon them the value of prompt and clear decisions and lucid judgments. But those outside the profession of the law little know the value to the public of such judgments as those of Sir George Jessel. It is doubtful and erroneous utterances of judges which lead to ruined suitors; when the law is clearly laid down people can advise their clients as to what is hopeless and what is not. Lord Selborne, than whom no one is better able to form an estimate of the merits of the late Master of Rolls, has described him in these words:—"A man of extraordinary mental gifts, of rapidity and acuteness, and energy, and a power of doing work which I have certainly never known surpassed—and I think, perhaps, never equalled." Certainly I may say that Sir George Jessel was not one of those of whom the poet spoke when he wrote—

"To follow foolish precedents and wink
With both our eyes is easier than to think."

Sir George Jessel thought, and thought to some purpose, and his memorial will be in those reports which contain the principles of jurisprudence he laid down, and which, as long as English law lasts, will be pointed to as lights. The Lord Chancellor then unveiled the bust. Lord Coleridge expressed the thanks of those present to the Lord Chancellor for his kindness in attending to perform that ceremony.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BEASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., Dec. 3	Mr. Lavie	Mr. Pemberton	Mr. Jackson	Mr. Koe
Tuesday 4	Pugh	Ward	Carrington	Clowes
Wednesday 5	Leach	Pemberton	Jackson	Koe
Thursday 6	Beal	Ward	Carrington	Clowes
Friday 7	Godfrey	Pemberton	Jackson	Koe
Saturday 8	Rolt	Ward	Carrington	Clowes
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEENEWICH.
Monday, Dec. 3	Mr. Beal	Mr. Rolt	Mr. Pugh	Mr. Lavie
Tuesday 4	Leach	Godfrey	Rolt	Pugh
Wednesday 5	Beal	Rolt	Godfrey	Lavie
Thursday 6	Leach	Godfrey	Rolt	Pugh
Friday 7	Beal	Rolt	Godfrey	Lavie
Saturday 8	Leach	Godfrey	Rolt	Lavie

WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CARINA OPERA SYNDICATE, LIMITED.—Petn for winding up, presented Nov 19, directed to be heard before Chitty, J., on Dec 1. Sydney, Aldersgate st, solor for petner

COOPER & SONS, LIMITED.—Chitty, J., has fixed Dec 3 at 11, at his chambers, for the appointment of an official liquidator

GENERAL AUCTION, ESTATE, AND MONETARY CO., LIMITED.—Stirling, J., has, by an order dated Nov 2, appointed John Francis Clarke, 41, Coleman st, to be official liquidator in the place of John Young, deceased

JOHN T. DUCE & SONS, LIMITED.—Chitty, J., has, by an order dated Nov 1, appointed Charles Henry Jacques, 25, Colmore row, Birmingham, to be official liquidator. Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Jan 15 at 12, is appointed for hearing and adjudicating upon the debts and claims

LIVERPOOL HOUSEHOLD STORES ASSOCIATION, LIMITED.—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Thomas Theodore Rogers, 30, North John st, Liverpool. Thursday, Jan 10 at 12, is appointed for hearing and adjudicating upon the debts and claims

NATHAN, NEWMAN, & CO., LIMITED.—North, J., has, by an order dated Oct 31, appointed John Francis Clarke, 41, Coleman st, to be official liquidator

WEST OF ENGLAND PAPER MILLS CO., LIMITED.—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Frederic George Painter, 2, Moorgate st bldgs. Wednesday, Jan 16 at 12, is appointed for hearing and adjudicating upon the debts and claims

WILLIAMS & CO., LIMITED.—Petn for winding up, presented Nov 30, directed to be heard before Kay, J., on Dec 1. Clulow, Gracechurch st, solor for petner

UNLIMITED IN CHANCERY.

BIRKENHEAD TRAMWAYS CO.—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to John Sutherland Harwood Banner, 24, North John st, Liverpool. Tuesday, Jan 15 at 11.30, is appointed for hearing and adjudicating upon the debts and claims

FRIENDLY SOCIETIES DISSOLVED.

STAFFORD DISTRICT, a Branch of the United Sisters' Friendly Society, Suffolk Unity, Wolverhampton rd, Stafford. Nov 20

UNION FRIENDLY BENEFIT SOCIETY, Red Lion Inn, Freshwater, Hants. Nov 21

London Gazette.—TUESDAY, NOV. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH AND FOREIGN ECLIPSE BUTTON CO., LIMITED.—Petn for winding up, presented Nov 21, directed to be heard before North, J., on Saturday, Dec 8. Hicklin & Co, Trinity sq, Southwark, solors for petners

EMERLES ADELPHI HOTEL, LLANDUDNO, CO. LIMITED.—Petn for winding up, presented Nov 22, directed to be heard before Chitty, J., on Dec 8. Belfrage & Co, John st, Bedford-row, agents for Chamberlain, Llandudno, solor for petner

ECONOMIC CONTRACT CO., LIMITED.—Petn for winding up, presented Nov 23, directed to be heard before Kay, J., on Dec 8. Bennett, Gresham bldgs, agent for Duncan, North Shields, solor for petner

FALDAU COLLIERY CO., LIMITED.—Chitty, J., has fixed Dec 7 at 11, at his chambers, for the appointment of an official liquidator

GROSVENOR DAIRY CO., LIMITED.—By an order made by Kay, J., dated Nov 17, it was ordered that the company be wound up. Hogan & Hughes, Martin's lane, Cannon st, solors for petners

INVENTORS' SYNDICATE, LIMITED.—By an order made by Stirling, J., dated Nov 17, it was ordered that the syndicate be wound up. Watson, Leadenhall st, solor for petner

PROTECTOR CARBON AND HORSE INSURANCE CO., LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Fletcher Richardson, 4, Tokenhouse-yard. Tuesday, Jan 8 at 12.30, is appointed for hearing and adjudicating upon the debts and claims. No creditor need attend unless notice has been given to him or her to attend such appointment

ROCK WINNING CO., LIMITED.—By an order made by Kay, J., dated Nov 17, it was ordered that the company be wound up. Reushaw, Suffolk lane, Cannon st, solors for petners

T. H. OROAGER, LIMITED.—Kay, J., has fixed Monday, Dec 10 at 12, at his chambers, for the appointment of an official liquidator

UNITED KINGDOM METAL ENGINE BOX CO., LIMITED.—Creditors are required, on or before Dec 22, to send their names and addresses, and particulars of their debts or claims, to George Browning, 18, King st, Cheap-side. Friday, Jan 11 at 12, is appointed for hearing and adjudicating upon debts and claims

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

VALE MILL MANUFACTURING CO., LIMITED.—The Vice-Chancellor has fixed Friday, Dec 7, at 12, at his chambers, 2, Clarence st, Albert sq, Manchester, for appointment of an official liquidator

CREDITORS' NOTICES. UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov. 13.

BATESON, WILLIAM, Bilbrough, Lancaster, Paper Merchant. Nov 24. Smith, Denton, nr Manchester
CLARK, THOMAS, St John's hill, New Wandsworth, Butcher. Dec 11. Eley, New Broad st
CONSTABLE, ISABEL, Hamilton ter, St John's Wood. Jan 1. Clayton & Co, Lancaster pl
COURTAULD, SOPHIA, Princes bldgs, Clifton. Dec 31. Greyside, Chancery lane
DITCHFIELD, ARTHUR, Taviton st, Gordon sq, Esq. Dec 15. Robins & Co, Lincoln's inn fields
DRAKEFORD, Rev DAVID JAMES, Elm grove, Sydenham. Nov 26. Church, Lincoln's inn fields
FORREST, SAMUEL, Otley rd, Bradford. Dec 31. Atkinson, Bradford
GRIESS, JOHN PETER, Spring ter rd, Stapenhill, Analytical Chemist. Jan 1. G. S. & H. Brandon, Essex st
GRUNWELL, JOHN, King's Ripton, Huntingdon, Farmer. Dec 9. Hunnybun & Sons, Huntingdon
HEMSLEY, WILLIAM, Strood, Kent, Retired Commander, R.N. Nov 29. Robinson, Strood
HILTON, HENRY, Milstead, Kent, Clerk in Holy Orders. Jan 6. Hilton, Canterbury
KELLY, SARAH ANNE, Canning st, Liverpool. Dec 17. Oliver Jones & Co, Liverpool
LITTLE, ANN, Beverley, Yorks. Dec 10. Crust & Co, Beverley
LOWE, ARTHUR SWANN HOWARD, Gosfield Hall, Essex, Esq. Jan 1. Harris & Co, Halstead
LUTWICHE, HARRY LATHAM, Hereford. Jan 1. James & Co, Hereford
MOSS, EMILY HESKIN, Darnley rd, Gravesend. Dec 17. Sharland & Hatten, Gravesend
NICHOLLS, JACOB, St Austell, Cornwall, Clay Merchant. Dec 8. Carlyon & Stephens, St Austell
NUHLING, JOSEPH, Oxford rd, Manchester. Nov 30. Dean, Manchester
NUHLING, MARY HARPER, Oxford rd, Manchester. Nov 30. Dean, Manchester
PARTRIDGE, JOSEPH, Twickenham, Esq. Dec 31. Mason & Edwards, Lincoln's inn fields
PILGRIIM, WILLIAM, Park rd, Hounslow, Esq. Dec 22. Nash & Co, Queen st
ROSKELL, ROBERT, Fulham, Esq. Dec 31. Ward & Co, Gray's inn sq
ROWBOTTOM, JAMES, Keen's yd, Canonbury, Hackney Carriage Proprietor. Dec 31. Palmer & Co, Trafalgar sq
SCOTT, JANE, Hexham, Northumberland. Dec 12. Clayton & Gibson, Newcastle upon Tyne
TRASH, GEORGE, Lower Tooting, Innkeeper. Dec 22. Nash & Co, Queen st
TUCHET, Hon JANE ELIZABETH, Upper Porchester st, Hyde pk. Dec 10. Fox & Thicknesse, Abchurch lane
WEAVER, SARAH ANNE, Hereford. Dec 20. James & Co, Hereford
WOODHOUSE, WILLIAM, Half Roads, Meltham, nr Huddersfield, Farmer. Dec 1. Rameden & Co, Huddersfield

London Gazette.—FRIDAY, Nov. 16.

ALLEN, MARY, Worcester pk, Surrey. Dec 20. Pritchard & Co, Painters' Hall
ALLEN, ROBERT, Foots Cray, Kent, Estate Agent. Dec 3. Lewis & Co, Albany courtyard
ATKINSON, ROBERT, Adwick le Street, York, Gent. Dec 24. Palmer, Doncaster
BAKEWELL, JOHN, Balderton, nr Newark, Nottingham. March 30. Newbald & Co, Newark
BAUMANN, WILLIAM, Hyde pk sq, Esq. Jan 31. Clarke & Co, Gresham House
BURNUP, THOMAS, Cleckheaton, York, Gent. Dec 31. Scholefield & Co, Batley
CARPENTER, MARIA ANN, Alma vale, Clifton, Bristol. Dec 7. Lawrence, Bristol
CHAMBERLIN, WILLIAM SHARP, Regent rd, St Yarmouth Officer in H. M. Customs. Dec 1. Harmer & Ruddock, St Yarmouth
CLAPCOTT, JOHN JOSEPH, Priory villas, Bournemouth, Retired Surgeon. Dec 1. Hores & Pattison, Lincoln's inn fields
CLARK, WILLIAM JOHN HYNNE, West Hill, Upper Sydenham, Barrister. Dec 12. Lawrence, Essex st
CLEGG, DAVID, West Cliff, Preston, Lancaster, Lace and Fancy Goods Warehouseman. Dec 24. Holt, Manchester
CLEMINSON, THOMAS, Lancaster, Gent. Nov 27. Hall & Marshall, Lancaster
CRAFTER, GEORGE, Blackfriars rd, Solicitor. Jan 1. Helder & Roberts, Verulam bldgs
DICKSON, FRANCIS ARTHUR, Kirby pk, West Kirby, Chester, Nurseryman. Dec 22. Bridgman & Co, Chester
DOBBINGTON, WILLIAM, Leighton, Huntingdon, Farmer. Dec 15. Hunnybun & Sons, Huntingdon
EMMETT, LAWRENCE, Grove st, Nelson, Lancaster, Builder. Dec 31. Hodgson & Roberts, Burnley
ENSOE, Rev. FREDERIC, Lustleigh, Devon, Clerk. Jan 1. Burch, Exeter
FISHER, MARY, Whitehaven, Cumberland. Jan 15. Webster, Whitehaven
GRATTAN, Hon. LAURA MARIA, Eaton sq. Dec 31. Bertram, Norfolk st
GOLDBERG, LOUIS, Love lane, Foreign Goods Importer. Within seven days from Nov 14. Mason & Co, Gresham st
GREENE, MARY, Stowe, Llandudno. Dec 12. Chinn, Lichfield
HAWKSWORTH, JOHN, Mount Pleasant, Chorley, Lancs, Clerk in Holy Orders. Dec 31. Quinn & Sons, Liverpool
HOLMES, THOMAS, Granville rd, Walthamstow, Esq. Dec 31. Sowton, Bedford row
HOMWOOD, HANNAH, King's rd, Brighton. Jan 1. Maydwell, Brighton
HUDSON, THOMAS, Whitehaven, Cumberland, Gent. Jan 15. Webster, Whitehaven
HUNTER, EDWARD MARCHANT, Frant rd, Tunbridge Wells, Retired Bank Manager. Dec 21. Andrew & Choate, Tunbridge Wells
JACKSON, WILLIAM THOMAS, Milnrow rd, Rochdale, Grocer and Carrier. Dec 20. Standring & Taylor, Rochdale
LUTWICHE, HARRY LATHAM, Warham House, Hereford. Jan 1. James & Co, Hereford
MACDONALD, WILLIAM, Market st, Nottingham, Seedsman. Dec 16. Enfield & Son, Nottingham
MAILE, MATTHEW EDIS, Huntingdon, Gent. Dec 15. Hunnybun & Sons, Huntingdon
MANN, GEORGE, Doncaster, Gent. Dec 24. Palmer, Doncaster
MOSS, THOMAS, Malvern Link, Worcester, Gent. Jan 1. Tourle, Theobald's rd
PARK, WILLIAM, Rallies, Whicham, Cumberland, Gent. Dec 22. Butler, Broughton in Furness
PEEKINS, WILLIAM, Winchmore Hill, Esq. Dec 31. Richardson & Sadler, Golden sq

PETTER, GEORGE WILLIAM, Gervis rd, Bournemouth, Esq. Dec 22. Ashurst & Co, Old Jewry
PULLEN, LAWFOED, Cardiff. Dec 1. Cousins, Cardiff
SCARLETT, WILLIAM JAMES, Queen's gate, Esq. Dec 26. Ingram & Co, Lincoln's inn fields
SIMPSON, EUNICE, Begent's hill, Brighton. Dec 15. Mirams, Brighton
SMITH, AUGUSTUS, Bitterne, Southampton, Esq. Dec 24. Pearce & Co, Southampton
SMITH, EDWARD, Mansfield, Nottingham, Plumber and Glazier. Dec 20. Alcock, Mansfield
TAYLOR, MARIANNE, Weybridge. Dec 15. Van Sandau & Co, King st
WARDLE, ISAAC, Spring grdns, Buxton, Derby, Shoemaker. Dec 24. Bennett & Co, Buxton
WEAVER, SARAH ANNE, Hereford. Dec 20. James & Co, Hereford
WHITBOURN, FRANCIS, Ilford, Essex, Esq. Dec 5. Lodge, New ct
WILSON, MARIA, Worsley, Lancaster, Grocer and Provision Dealer. Nov 30. Stead & Bradsmith, Manchester

London Gazette.—TUESDAY, Nov. 20.

BARCLAY, HUGH, Surbiton, Kingston upon Thames, Gent. Dec 31. Baileys & Co, Berners st
BARNARD, TALBOT, Stanhope gdns, South Kensington, Esq. Dec 31. Wing & Du Cane, Gray's inn sq
BESLEY, JAMES, Eccleston st, Prescott, Plumber. Dec 15. Cross, Prescott
BONE, Miss FRANCES HAMILTON, Meadfoot ter, Plymouth. Jan 7. Reyroux & Co, Cannon st
BRIBBLEY, EDWARD, Clifton st, Blackpool, Solicitor. Nov 24. Plant & Co, Preston
BURTON, JOSEPH, Shirburn, Oxford, Farmer. Feb 1. Birch, Thames
COHEN, ALEXANDER EZEKIEL, Massachusetts, U.S.A. Dec 24. Marsland & Co, Chancery lane
DAVIS, GEORGE FREDERIC, Burliscombe, Devon. Dec 25. Bonner & Co, Fenchurch st
ELLA, JOHN, Victoria sq, Pinlicko, Professor of Music. Jan 14. Grahame, Cobham, Surrey
FLOOD, JOHN FRANCIS, Norwich, Gent. Dec 15. Miller & Co, Norwich
GOULD, TOM, Membury, Devon, Retired Farmer. Dec 24. Fox, Axminster
GREATLEY, FREDERICK, Borrowash, Derby, Builder. Dec 31. J. & W. H. Sale & Mills, Derby
HARMS, MARIA, Alpheton. Dec 31. Allward, Furnival's inn
HASSALL, ALICIA, Westgate ter. Jan 1. Arnold & Co, Carey st
HELMER, JOHN, Bedford, Shopkeeper. Dec 14. Marsh & Co, Leigh, Lancs
HIGGINSON, ABRAHAM, Atherton, Lancaster, Gent. Dec 14. Marsh & Co, Leigh, Lancashire
HIGGINS, JOSEPH, Rushden, Northampton, Innkeeper. Dec 21. Burnham & Co, Wellingborough
LEIGH, EMMA HANBURY, Cadogan pl. Jan 1. Bowlings & Co, Essex st
LONG, ROBERT, Bristol, Retired Saddler. Dec 31. Miller, Bristol
LOVATT, ANNA, Leek, Beerhouse Keeper. Dec 31. Challinor & Co, Leek
O'CONNOR, PATRICK, Westbourne grove, Costume Manufacturer. Dec 31. Aston & Hughes, Edgware rd
PAGE, Hon. ALBERT HENRY, C.B., Queen Anne st, General. Dec 31. Bolton & Mote, Gray's inn sq
PARIS, GEORGE, Portobello rd, Notting Hill Gate, Draper. Dec 20. Elliott & Son, Verulam bldgs, Gray's inn
ROBINSON, PETER, Warrington, Retired Farmer. Jan 31. Jeans & Co, Warrington
ROWE, Dame FRANCES ANN, Queen Anne st. Dec 17. Valpy & Co, Lincoln's inn fields
SAUNDERS, Rev. JAMES THOMAS CONOLLY, Lyptells, Cheltenham. Dec 4. Wight, Dudley
SLEDALL, JOHN, Ulverston, Gent. Jan 5. Bolton, Kendal
SOULSBY, JOHN, Ovingham, Northumberland, Hay Merchant. Dec 17. Keenlyside & Co, Newcastle upon Tyne
TOLLEMACHE, Hon FREDERICK JAMES, Petersham. Dec 31. Bertram, Norfolk street
TOOP, FRANCIS HART, Boscombe, nr Bournemouth, Fly Proprietor. Nov 16. Hutchins, Bournemouth
VARELY, WILLIAM, Marshall st, Hopton in Mirfield, Yorks, Railway Guard. Dec 1. Wilson, Mirfield
WARREN, WILLIAM, Colchester, Shoemaker. Dec 17. Wittey & Denton, Colchester
WOOD, GEORGE JAMES, St James's st, Brighton, Greengrocer. Dec 30. Trevor & Co, Brighton
WEIGHT, ANN, Swaffham Prior, Cambridge. Jan 15. Whitehead, Cambridge

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 23.

RECEIVING ORDERS.

BODKEE, JOSEPH, Peckham rd, Camberwell New rd, Carpenter High Court Pet Nov 19 Ord Nov 19
BOWD, JOSEPH, Cambridge, Rope Maker Cambridge Pet Nov 19 Ord Nov 19
BOYCE, CHARLES, Oxford terr, Green st, Upton Park, Provision Dealer High Court Pet Nov 6 Ord Nov 20
BROWN, HARRY, Limerston st, Chelsea, Bottle Dealer High Court Pet Nov 17 Ord Nov 19
BUROESS, HENRY, Westbury, Wilts, Farm Bailiff Frome Pet Nov 20 Ord Nov 20
CLARKE, JOHN HENRY, Leicester, Cycle Agent Leicester Pet Nov 20 Ord Nov 20
CLIFF, JOSEPH, Burslem, Carter Hanley, Burslem, and Tunstall Pet Nov 20 Ord Nov 20
COMBE, FRANK, Queen's gate, Kensington, Dentist High Court Pet Nov 2 Ord Nov 20
CORKEE, HENRY, Britonferry, Glamorgan, Butcher Neath Pet Nov 21 Ord Nov 21
COURT, EDWARD, Halifax, Yorks, Cooper Halifax Pet Nov 20 Ord Nov 20
CREED, JAMES, King's Langley, Hertford, Carpenter St Albans Pet Nov 21 Ord Nov 21
DANIELS, DAVID, Llanelly, Carmarthen, Hay Merchant Carmarthen Pet Nov 17 Ord Nov 19
DANIEL, GEORGE CHARLES, New Swindon, Grocer Swindon Pet Nov 20 Ord Nov 20
DAVIES, WILLIAM, Walsall, Grocer Walsall Pet Nov 21 Ord Nov 21

DAVIS, FRANK, London Wall, Glass Merchant High Court Pet Nov 21 Ord Nov 21
 DELAMARE, ERNEST, Hove, Bootmaker Brighton Pet Nov 19 Ord Nov 19
 GABBETT, JANE, Bridgnorth, Salop, Licensed Victualler Madeley Pet Nov 21 Ord Nov 21
 GREEN, JOHN EDWARD, Briggs, Lincoln, Grocer Great Grimsby Pet Nov 19 Ord Nov 19
 HULBERT, EDWARD WILLIAM, Leicester, Grocer Leicester Pet Nov 8 Ord Nov 20
 HUTCHENS, THOMAS SAMUEL, Greyhound lane, Streatham Common, Builder's Foreman Wandsworth Pet Nov 19 Ord Nov 19
 HUXTABLE, JOHN, Exford, Somerset, Farmer Barnstaple Pet Nov 19 Ord Nov 19
 JEVON, WILLIAM DANGERFIELD, Bilston, Pawnbroker Wolverhampton Pet Nov 20 Ord Nov 20
 KEMP, JOHN, Great James st, Licensed Victualler High Court Pet Nov 19 Ord Nov 19
 KNOWLES, CHARLES, Wakefield, Dealer in Sewing Machines Wakefield Pet Nov 19 Ord Nov 19
 LEE, GEORGE GRACE, Winslow, Buckinghamshire, Saddler Banbury Pet Nov 20 Ord Nov 20
 LILLEY, QUICK JOHN, Chesterton, Cambs, Builder Cambridge Pet Nov 20 Ord Nov 20
 MASON, EDWARD, Sudbury, Suffolk, Ostler Colchester Pet Nov 20 Ord Nov 20
 MILLS, ROBERT, Liverpool, Provision Dealer Liverpool Pet Nov 15 Ord Nov 20
 NICHOLLS, THOMAS, Wednesbury, Beerhouse keeper Walsall Pet Nov 21 Ord Nov 21
 ORIM, J., Manchester, Brush Manufacturer Manchester Pet Nov 12 Ord Nov 21
 POTTER, JOHN, Melrose grdns, Shepherd's Bush, out of business High Court Pet Nov 21 Ord Nov 21
 PRATT, WILLIAM, Salterton, Devon, Tailor Exeter Pet Nov 21 Ord Nov 21
 REELAND, JOHN HENRY, Goswell rd, Clerkenwell, Coffee house keeper High Court Pet Nov 19 Ord Nov 19
 REES, WILLIAM, Aberdare, Painter Aberdare Pet Nov 19 Ord Nov 19
 RICHARDSON, JAMES BLUNSON, Hartwell, Northamptonshire, Farmer Northampton Pet Nov 21 Ord Nov 21
 SCOTT, THOMAS JOHN, Leeds, Commission Agent Leeds Pet Nov 19 Ord Nov 19
 SEDOLEY, JOSEPH, Worcester, Iron Merchant Worcester Pet Nov 20 Ord Nov 20
 SHAW, THOMAS, Gt Bridge, Staffordshire, out of business Dudley Pet Nov 17 Ord Nov 17
 SIDNEY, CHARLES WILLIAM HENRY HUMPHREY, Gooderstone, Norfolk, Clerk in Holy Orders King's Lynn Pet Nov 19 Ord Nov 19
 SMITH, CHARLES WALKER, Whitley, Northumberland, Accountant Newcastle on Tyne Pet Nov 20 Ord Nov 20
 SPENCER, JAMES, Bury, Cotton Waste Bleacher Bolton Pet Nov 2 Ord Nov 19
 STAINSBY, WILLIAM, and JOHN HENRY BEESFORD, Manchester, Laceman Manchester Pet Nov 17 Ord Nov 19
 STANLEY, HENRY, Birmingham, Butcher Derby Pet Nov 19 Ord Nov 19
 STEVENS, WILLIAM, Luton, Butcher Luton Pet Nov 20 Ord Nov 20
 STONE, MARY ANN, Redbourn, Hertfordshire, Baker St Albans Pet Nov 21 Ord Nov 21
 WALLWORK, JAMES THOMAS, Ashton under Lyne, Earthenware Dealer Ashton under Lyne Pet Nov 19 Ord Nov 19
 WATSON, FREDERICK FAIRBY, Nelson sq, Blackfriars, Advertising Agent High Court Pet Nov 20 Ord Nov 20
 WATSON, JAMES HARVEY, Manchester, Clothier Manchester Pet Nov 20 Ord Nov 20
 WILSON, JAMES, Newcastle on Tyne, Commission Agent Newcastle on Tyne Pet Nov 19 Ord Nov 19
 WOOLLEY, ALBERT EDWARD, Castleford, Yorks, Painter Wakefield Pet Nov 20 Ord Nov 20
 The following amended notice is substituted for that published in the London Gazette of Nov. 9.
 CHARLTON, GEORGE, sen. King's Norton, Worcestershire, Builder Birmingham Pet Nov 5 Ord Nov 5

RECEIVING ORDER RESCINDED.

THOMPSON, WILLIAM, Bolton rd, South Hampstead, Gent High Court Ord Nov 2 Resc Nov 15

RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

PICKERING, PERCIVAL JOHN, Queen Victoria st, Solicitor High Court Ord Sept 7 Resc and Dis Nov 22

FIRST MEETINGS.

BARRY, FREDERICK BOOTH, Coventry, Registration Agent Dec 6 at 11 Peirson, 17, Hertford st, Coventry
 BASKCOMBE, WILLIAM RICHARD New Cleo, Lincs, Fisherman Dec 4 at 10.30 Off Rec, 3, Haven st, Gt Grimsby
 BATES, PETER, Kingston upon Hull, Fishing Smack Owner Dec 3 at 2 Off Rec, Trinity House lane, Hull
 BOWD, JOSEPH, Cambridge, Ropemaker Dec 3 at 12 Off Rec, 5, Petty Cury, Cambridge
 BROOKS, THOMAS, Benthams rd, South Hackney, Yeast Merchant Nov 30 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn
 BROWN, WILLIAM SHIPLEY, Batley, Hay Dealer Nov 30 at 4 Off Rec, Bank chbrs, Batley
 BURTON, WILLIAM COLLARD, West pl, Putney, Builder Nov 30 at 12 109, Victoria st, Westminster
 BUTLER, PHOEBE, West Bromwich, Staffs, Beerhouse Keeper Dec 3 at 10.30 County Court, Oldbury
 CHISHOLME, ROBERT ALSTON SCOTT, and CHARLES WILLIAM SCOTT CHISHOLME, Old st, Middlesex, Paint Manufacturers Nov 30 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn
 CLARK, JOHN, Plasmari, nr Swansea, Baker Dec 1 at 12 Off Rec, 6, Rutland st, Swansea
 CLARKE, JOHN HENRY, Leicester, Cycle Agent Dec 4 at 12.30 Off Rec, 28, Friar lane, Leicester
 COOPER, HENRY, Birmingham, out of business Dec 3 at 12.30 Off Rec, Wolverhampton
 COXHEAD, HENRY GEORGE, and ALBERT CREASE COXHEAD, Old Jewry chbrs, Merchants Dec 7 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
 DANIEL, GEORGE CHARLES, New Swindon, Grocer Dec 3 at 11.30 Off Rec, 32, High st, Swindon
 DAVIES, JOHN, Aberdare, Butcher Nov 30 at 3 Off Rec, Merthyr Tydfil
 GIBSON, WILLIAM, Sheffield, Bootmaker Dec 4 at 3 Off Rec, Figtree lane, Sheffield
 GOMESALL, JOHN, Dewsbury, Yorks, Commission Agent Nov 20 at 2.30 Off Rec, Bank chbrs, Batley
 GASKIN, CHARLES, East Dereham, Norfolk, Seedsman Dec 1 at 1 Off Rec, 8, King st, Norwich
 HANDS, WILLIAM CHARLES, Norwich, Jeweller Dec 4 at 1 Auction Mart, Tokenhouse yard

HARRIS, RICHARD, Swansea, Grocer Nov 30 at 3 Off Rec, 8, Rutland st, Swansea
 HOPE, THOMAS JOHN, Cantilows rd, Camden sq, Wheelwright Nov 30 at 12 33, Carey st, Lincoln's inn
 KRIGHT, W. H. N., Lee, Kent, Engineer Nov 30 at 3 109, Victoria st, Westminster
 LILLEY, QUICK JOHN, Chesterton, Cambs, Builder Dec 3 at 1 Off Rec, 5, Petty Cury, Cambridge
 LITTLE, GEORGE, Kingston on Thames, Draper Nov 30 at 11 16 Room, 30 and 31, St Swithin's lane
 LITTLE, THOMAS, Kingstow upon Hull, Fish Curer Nov 30 at 2 Off Rec, Trinity House lane, Hull
 MACMILLAN, COLLIN, Nottingham, Surgeon Nov 30 at 12 Off Rec, 1, High pavement, Nottingham
 MALVERN, ELEANOR, Cheltenham, Brush Seller Dec 1 at 4.15 County Court, Cheltenham
 MARSH, CHARLES ALBERT, Hungerford, Berks, Schoolmaster Dec 3 at 12.30 Three Swans Hotel, Hungerford
 MATTHEWS, GEORGE, Cowbridge, Glamorganshire, Ironmonger Dec 4 at 3.30 Off Rec, 29, Queen st, Cardiff
 MILLMAN, THOMAS ANDREW, Devonport, Boot Manufacturer Dec 3 at 3.15 Royal Hotel, Bristol
 MOORE, WILLIAM, Weelsby, Lincs, Fisherman Dec 4 at 11.30 Off Rec, 3, Haven st, Gt Grimsby
 MORTON, THOMAS, Wakefield, Blacksmith Nov 30 at 11 Off Rec, Bond ter, Wakefield
 NANCE, WILLIAM EDWIN, Penarth, Coal Agent Dec 3 at 3 Off Rec, 29, Queen st, Cardiff
 NATHAN, THOMAS, Stockton on Tees, Commercial Traveller Dec 4 at 11 Off Rec, 8, Albert rd, Middlesbrough
 NUNN, FRANK JAMES ROBEY, Caergwile, Flints, Brewer Dec 4 at 1.40 County Hall, Wrexham
 NUTBRAN, EBENEZER MATTHEW, Devonport, Upholsterer Nov 30 at 1110, Athenaeum ter, Plymouth
 NUTHALL, WILLIAM FROST, Edith ter, West Brompton, Retired General Nov 30 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 OLDMAN, FREDERICK, Fakenham, Norfolk, Fishmonger Dec 1 at 12 Off Rec, 8, King st, Norwich
 PEARCE, ROBERT, New Cleo, Lincs, Fisherman Dec 4 at 11 Off Rec, 3, Haven st, Gt Grimsby
 PLUMPTON, GEORGE, Louth, Poulterer Dec 4 at 12 Off Rec, 3, Haven st, Great Grimsby
 PRATT, WILLIAM, Budleigh Salterton, Devon, Tailor Dec 5 at 11 Off Rec, 13, Bedford circus, Exeter
 RICHARDS, ALBERT JOHN, Sherbrooke rd, Fulham, Corn Merchant Nov 30 at 11 33, Carey st, Lincoln's inn
 ROBINSON, EDWIN, Gt Grimsby, Fisherman Dec 4 at 10 Off Rec, 3, Haven st, Gt Grimsby
 ROLLINSON, FRED, Bramley, Yorks, Watch Cleaner Dec 3 at 11 Off Rec, 22, Park row, Leeds
 SLAUTE, ARTHUR, Nottingham, Baker Nov 30 at 11 Off Rec, 1, High pavement, Nottingham
 SMITH, CHARLES WALKER, Whitley, Northumberland, Accountant Dec 4 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
 SPENCER, JAMES, Bury, Cotton Waste Bleacher Dec 3 at 3 16, Wood st, Bolton
 STANBROUGH, GILBERT ACHESON, Waldegrave pk, Twickenham, Gent Nov 30 at 12 16 Room, 30 and 31, St Swithin's lane
 STANLEY, HENRY, Birmingham, Butcher Dec 3 at 2.30 Off Rec, St James's chbrs, Derby
 TAYLOR, RICHARD, Kingston upon Hull, Clerk Nov 30 at 11 Off Rec, Trinity House lane, Hull
 THOMAS, T. J., Penarth, Builder Dec 4 at 2.30 Off Rec, 29, Queen st, Cardiff
 THOMPSON, JAMES WILLIAM, Kingston upon Hull, Joiner Nov 30 at 12 Off Rec, Trinity House lane, Hull
 WAKEFORD, HALDANE HODSON, Blackburn, Actor Nov 20 at 3 County Court, Blackburn
 WARD, JOSEPH, Hartwith, Yorks, Farmer Nov 30 at 11.50 Beldons & Ackroyd, Solers, Old Bank chbrs, Market st, Bradford
 WILSON, JAMES, Newcastle on Tyne, Commission Agent Dec 3 at 11 Off Rec, Pink lane, Newcastle on Tyne
 WILSON, JAMES ALBAN, residence unknown, Officer Nov 30 at 2.30 33, Carey st, Lincoln's inn
 ZELLER, WILLIAM, Darlington, Butcher Dec 4 at 3 North Eastern Hotel, Darlington

ADJUDICATIONS.

ARNOTT, ARCHIBALD JAMES, residence unknown, no occupation High Court Pet Aug 17 Ord Nov 20
 BAINES, THOMAS, Hills pl, Oxford st High Court Ord Nov 19
 BAKER, THOMAS, Hursley, Southampton, Farmer Southampton Pet Nov 7 Ord Nov 21
 BOWD, JOSEPH, Cambridge, Rope Maker Cambridge Pet Nov 19 Ord Nov 19
 BURGESS, HENRY, Westbury, Wilts, Farm Bailiff Frome Pet Nov 20 Ord Nov 20
 BUTLER, PHOEBE, West Bromwich, Beerhouse Keeper Oldbury Pet Nov 3 Ord Nov 21
 CLIFF, JOSEPH, Burslem, Carter Hanley, Burslem, and Tunstall Pet Nov 20 Ord Nov 20
 CORKE, HENRY, Briton Ferry, Glamorganshire, Butcher Neath Pet Nov 21 Ord Nov 21
 DANIEL, GEORGE CHARLES, New Swindon, Wilts, Grocer Swindon Pet Nov 20 Ord Nov 20
 DAVIES, WILLIAM, Walsall, Grocer Walsall Pet Nov 21 Ord Nov 21
 DELAMARE, ERNEST, Hove, Sussex, Bootmaker Brighton Pet Nov 19 Ord Nov 19
 EDWARDS, THOMAS, Llanarth, Cardiganshire, Farmer Aberystwyth Pet Oct 17 Ord Nov 17
 FREEMAN, ALFRED, Oxford, Provision Merchant Oxford Pet July 20 Ord July 24
 FREEMANTLE, HENRY, Swanmore, Hampshire, Brickmaker Southampton Pet Nov 3 Ord Nov 21
 GABBETT, JANE, Bridgnorth, Salop, Licensed Victualler Madeley Pet Nov 21 Ord Nov 21
 GOMESALL, JOHN, Dewsbury, Yorks, Commission Agent Dewsbury Pet Nov 2 Ord Nov 20
 GREEN, JOHN EDWARD, Briggs, Lincolnshire, Grocer Great Grimsby Pet Nov 17 Ord Nov 19
 HIGGINS, JOHN, Martlett ct, Bow st, Fruit Dealer High Court Pet Sept 27 Ord Nov 19
 HULBERT, EDWARD WILLIAM, Leicester, Grocer Leicester Pet Nov 7 Ord Nov 21
 LARSEN, HENRY, jun, Norfolk, Builder Norwich Pet Oct 30 Ord Nov 10
 LEWIS, WILLIAM BOWIE, Tichfield, Hampshire, Farmer Portsmouth Pet Dec 9 Ord Aug 2
 LILLEY, QUICK JOHN, Chesterton, Cambridgeshire, Builder Cambridge Pet Nov 20 Ord Nov 20
 MALVERN, ELEANOR, Cheltenham, Brush Seller Cheltenham Pet Nov 15 Ord Nov 20
 MEERINGS, GUDE, Leicester, Builder Leicester Pet Oct 27 Ord Nov 13

MORRIS, RICHARD, Ebbw Vale, Mon, Grocer Tredegar Pet Nov 16 Ord Nov 20
 NANCE, WILLIAM EDWIN, Penarth, Coal Agent Cardiff Pet Oct 16 Ord Nov 19
 NICHOLLS, THOMAS, Wednesbury, Beerhouse Keeper Walsall Pet Nov 21 Ord Nov 21
 PRATT, WILLIAM, Budleigh Salterton, Devon, Tailor Exeter Pet Nov 21 Ord Nov 21
 REES, WILLIAM, Aberdare, Painter Aberdare Pet Nov 19 Ord Nov 19
 RICHARDSON, JAMES BLUNSON, Hartwell, Northampton, Farmer Northampton Pet Nov 21 Ord Nov 21
 SCOTT, THOMAS JOHN, Leeds, Commission Agent Leeds Pet Nov 19 Ord Nov 19
 SHAW, THOMAS, Great Bridge, Stafford, out of business Dudley Pet Nov 16 Ord Nov 17
 SILLS, JOHN SAUL, Boston, Lincoln, Solicitor Boston Pet Oct 22 Ord Nov 21
 SMITH, CHARLES WALKER, Newcastle on Tyne, Accountant Newcastle on Tyne Pet Nov 20 Ord Nov 20
 SPENCER, JAMES, Bury, Cotton Waste Bleacher Bolton Pet Nov 2 Ord Nov 21
 STAINSBY, WILLIAM, and JOHN HENRY BEESFORD, Manchester, Laccmen Manchester Pet Nov 17 Ord Nov 21
 STANLEY, HENRY, Birmingham, Butcher Derby Pet Nov 19 Ord Nov 19
 SWAFFER, HORACE HENRY, Newington next Sittingbourne, Wheelwright Rochester Pet Nov 7 Ord Nov 21
 TOMPKINS, JOHN THEODORE, St Albans, Nurseryman St Albans Pet Oct 12 Ord Nov 14
 TURNER, WILLIAM EDWARD BENNETT, Cheltenham ter, Chelsea, no occupation High Court Pet Nov 10 Ord Nov 19
 WOOLLEY, ALBERT EDWARD, Castleford, Yorks, Painter Wakefield Pet Nov 20 Ord Nov 20

London Gazette.—TUESDAY, NOV. 27.

RECEIVING ORDERS.

BARNER, JOHN HARRY BLUMBERG, Kew Gardens, out of business High Court Ord Nov 8
 BASH, MAURICE, Brunswick sq, Diamond Cutter High Court Pet Nov 23 Ord Nov 23
 BROOKS, THOMAS HENRY, Camborne, Cornwall, Cabinetmaker Truro Pet Nov 22 Ord Nov 22
 CARTER, HARRY WYNDALE, Chatham, Gent Rochester Pet Oct 6 Ord Nov 12
 COLKROOKE, JOSEPH, Upper Tulse hill, Brixton, Grocer High Court Pet Nov 22 Ord Nov 22
 CRITCHLEY, WILLIAM, Darwen, Draper Blackburn Pet Nov 24 Ord Nov 21
 DAVIES, WILLIAM, Ruabon, Denbighshire, Draper Wrexham Pet Nov 23 Ord Nov 23
 DOLBY, JAMES, Frithville gdns, Uxbridge rd, Horse Dealer High Court Pet Oct 8 Ord Nov 21
 EDWARDS, RICHARD, Liverpool, Tripe Dealer Liverpool Pet Nov 22 Ord Nov 22
 EVANS, DAVID, Brighton, Butcher Brighton Pet Nov 22 Ord Nov 22
 FLETCHER, EDWARD, Swansea, out of business Swansea Pet Nov 21 Ord Nov 21
 FOXTON, JOHN DIXON, Leeds, Cabinet Maker Leeds Pet Nov 24 Ord Nov 24
 FREDERICK, ALTHUR, Merton rd, Tooting, Artists' Designer Wandsworth Pet Nov 21 Ord Nov 21
 GAGE, GEORGE FREDERICK, Gt Clacton, Essex, Licensed Victualler Colchester Pet Nov 24 Ord Nov 24
 GOLDBER, D. C., Northumberland avenue, Newspaper Proprietor High Court Pet Oct 1 Ord Nov 21
 HARDY, JAMES, Woodside Grange rd, North Finchley, Gent Barnet Pet Nov 23 Ord Nov 23
 HARTLEY, THOMAS, and ISHMAEL LONSDALE, Burnley, Cotton Manufacturers Burnley Pet Nov 23 Ord Nov 23
 HULK, ABRAHAM, Jun, Dorking, Artist Croydon Pet Nov 22 Ord Nov 21
 JOHNSON, JAMES, Irlam Moss, nr Manchester, Farmer Salford Pet Nov 23 Ord Nov 23
 JOHNSON, JEFFREY, Chat Moss, nr Manchester, Farmer Salford Pet Nov 23 Ord Nov 23
 JOHNSON, WILLIAM, Bilston, Clerk Wolverhampton Pet Nov 22 Ord Nov 22
 JONES, AUGUSTUS THEOPHASTUS, Clydach, Glamorganshire, Grocer Swansea Pet Nov 23 Ord Nov 23
 KENDLE, JOHN, Hamilton terr, High rd, Lower Clapton, Greengrocer High Court Pet Nov 23 Ord Nov 23
 LEAPER, WILLIAM ADOLPHUS, Emsworth, Hants, Corn Merchant Portsmouth Pet Nov 23 Ord Nov 23
 LUCAS, WILLIAM, Plymouth, Baker East Stonehouse Pet Nov 23 Ord Nov 23
 MOORE, WILLIAM, Harwich, Grocer Colchester Pet Nov 22 Ord Nov 22
 NEAL, JOHN, Luton, Tea Dealer Luton Pet Nov 24 Ord Nov 24
 OSBORN, JOHN RUDRUM, Leeds, Shopkeeper Leeds Pet Nov 23 Ord Nov 23
 PALMER, MICHAEL, Plymouth, Bootmaker East Stonehouse Pet Nov 24 Ord Nov 24
 PAYNTER, ROWLAND EDWARD, Park walk, Chelsea, out of employment High Court Pet Nov 23 Ord Nov 23
 PETTITT, JOSEPH, Althamstone, Essex, Innkeeper Colchester Pet Nov 23 Ord Nov 23
 ROBERT, OBER, Tottenham Court rd, Draper High Court Pet Nov 17 Ord Nov 22
 ROBINSON, RICHARD MORTON, Red Lion ct, Cannon st, Clerk High Court Pet Oct 20 Ord Nov 22
 SCOTT, FRANCIS CUNNINGHAM, Ipswich, Retired Colonel Ipswich Pet Nov 22 Ord Nov 22
 STUDHAM, THOMAS, Blean, Kent, Farmer Canterbury Pet Nov 22 Ord Nov 22
 TIDY, HENRY JOSEPH, Sittingbourne, Builder Rochester Pet Nov 23 Ord Nov 23
 WATSON, JOHN, Shoredditch, Baker High Court Pet Nov 22 Ord Nov 22
 WEBBER, SAMUEL, Paignton, Devon, Builder East Stonehouse Pet Nov 22 Ord Nov 22
 WHITE, HENRY THOMAS, Ednaston, Derbyshire, Butcher Burton on Trent Pet Nov 21 Ord Nov 21
 WHITE, THOMAS GEORGE, Ventnor, Shoeing Smith Newport and Ryde Pet Nov 22 Ord Nov 22
 WILLETS, MARK, Smeolwick, Beerhouse Keeper Oldbury Pet Nov 23 Ord Nov 22
 WISEMANN, HEINRICH ODOMAR HUGO, Basinghall st High Court Pet Oct 19 Ord Nov 22

The following amended notice is substituted for that published in the London Gazette, June 19.

GREGORY, EDWARD TOWNSEND, Stockwell pk crescent, Assistant Secretary High Court Pet June 1 Ord June 16

The following amended notice is substituted for that published in the London Gazette, Nov. 23.

CLARKE, JOHN HENRY, Leicester, Cycle Agent Leicester Pet Nov 20 Ord Nov 20

FIRST MEETINGS.

BRANSON, EDWIN WILLIAM, Barnsley, Yorks, Insurance Agent Dec 5 at 10.30 Off Rec, 1, Hanson st, Barnsley
 BURGESS, HENRY, Barnsley, Yorks, Innkeeper Dec 5 at 11 Off Rec, 1, Hanson st, Barnsley
 CAUSER, WILLIAM GEORGE, Handsworth, Staffs, Engineer Dec 6 at 11 25, Colmore row, Birmingham
 CLIFF, JOSEPH, Burslem, Staffs, Carter Dec 7 at 12 Off Rec, Newcastle under Lyne
 COOPER, THOMAS, and JOHN COOPER, Tamworth, Staffs, Corn Dealers Dec 5 at 11 25, Colmore row, Birmingham
 CORNICK, SAMUEL CHARLES CHURCHILL, Ashford, Middlesex, Fruit Grower Dec 4 at 10 8 Room 30 and 31, St Swithin's lane
 COURT, EDWARD, Halifax, Cooper Dec 5 at 11 Off Rec, Halifax
 DELAMARE, ERNEST, Hove, Sussex, Bootmaker Dec 5 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
 EVERETT, EDWARD, Brixworth, Northamptonshire, Saddler Dec 5 at 3 County Court, Northampton
 FISHER, GEORGE, and STANLEY FISHER, Camberwell rd, Builders Dec 4 at 2.30 33, Carey st, Lincoln's inn
 FLETCHER, EDWARD, Swansea, out of business Dec 6 at 12 Off Rec, 6, Rutland st Swansea
 GARBETT, JANE, Bridgnorth, Salop, Licensed Victualler Dec 5 at 2.30 County Court, Madeley
 GOLDFORTH, ALFRED, Staincross, nr, Barnsley, Farmer Dec 5 at 10 Off Rec, 1, Hanson st, Barnsley
 HANDSCOMB, ALFRED JAMES, Aspley Guise, Bedfordshire, Nurseryman Dec 11 at 10.30 Off Rec, Park st West, Luton
 HEIDENREICH, SAMUEL BEHRENS, Aldgate Dec 5 at 11 33, Carey st, Lincoln's inn
 HULBERT, EDWARD WILLIAM, Leicester, Grocer Dec 4 at 3 Off Rec, 28, Friar in, Leicester
 HUXTABLE, JOHN, Exford, Somerset, Farmer Dec 5 at 2 Sanders & Son, High st, Barnstaple
 JOHN, DAVID, Aberdare, Blacksmith Dec 4 at 12 Off Rec, Merthyr Tydfil
 KNOWLES, CHARLES, Wakefield, Dealer in Sewing Machines Dec 4 at 11.30 Off Rec, Bond terr, Wakefield
 LEAPER, WILLIAM ADOLPHUS, Emsworth, Hampshire, Corn Merchant Dec 10 at 3 168, Queen st, Portsea
 MASON, EDWARD, Sudbury, Suffolk, Ostler Dec 5 at 10.30 Townhall, Colchester
 MOORE, WILLIAM, Harwich, Grocer Dec 8 at 10 Townhall, Colchester
 MORGAN, GEORGE JOSEPH, Canterbury rd, Kilburn, Boot Dealer Dec 6 at 11 33, Carey st, Lincoln's inn
 MORGAN, MORGAN, Blackwood, Mon, Haulier Dec 4 at 11 Off Rec, Merthyr Tydfil
 NEAL, JOHN, Luton, Tea Dealer Dec 6 at 12.30 Ewen & Roberts, Solers, Outer Temple, Strand
 PACKER, HENRY, St George, Glouce, Butcher Dec 6 at 3.30 Off Rec, Bank chbrs, Corn st, Bristol
 PAYNE, CHARLES HENRY, and NORMAN EDWARD CARTWRIGHT, Kettering, Brick Merchants Dec 6 at 3 Royal Hotel, Kettering
 PETTITT, JOSEPH, Althamstone, Essex, Innkeeper Dec 8 at 10.30 Townhall, Colchester
 READ, CHARLES HAIRBY, Grays, Essex, Coal Agent Dec 5 at 12 33, Carey st, Lincoln's inn
 SCOTT, FRANCIS CUNNINGHAM, Bramford Hall, nr Ipswich, Retired Colonel Dec 6 at 12.15 Golden Lion Hotel, Ipswich
 SCOTT, THOMAS JOHN, Leeds, Commission Agent Dec 5 at 11 Off Rec, 22, Park row, Leeds
 SIDNEY, CHARLES WILLIAM HENRY HUMPHREY, Gooderstone, Norfolk, Clerk in Holy Orders Dec 12 at 10.15 W. B. Whall, Market sq, King's Lynn
 SEDLEY, JOSEPH, Worcester, Iron Merchant Dec 4 at 11 Off Rec, Worcester
 SHIERS, MICHAEL ROBERT, Uxbridge rd, Tobaccoist Dec 4 at 12 33, Carey st, Lincoln's inn
 SILLS, JOHN SAUL, Boston, Lincs, Solicitor Dec 6 at 12.15 Off Rec, 48, High st, Boston
 STEVENS, WILLIAM, Luton, Butcher Dec 5 at 11 Off Rec, Park st West, Luton
 THOMAS, LEWIS, Cwmaman, Glamorganshire, Tailor Dec 4 at 3 Off Rec, Merthyr Tydfil
 TIDY, HENRY JOSEPH, Sittingbourne, Builder Dec 7 at 11.30 Off Rec, High st, Rochester
 TURNER, WILLIAM EDWARD BENNETT, Cheltenham terr, Chelsea, no occupation Dec 6 at 12 33, Carey st, Lincoln's inn
 WALLWORTH, JAMES THOMAS, Ashton under Lyne, Earthenware Dealer Dec 4 at 11 Off Rec, Ogden's chbrs, Bridge st, Manchester
 WHITE, HENRY THOMAS, Ednaston, Derbyshire, Butcher Dec 5 at 2.30 Off Rec, St James's chbrs, Derby
 WILLIAMS, EVAN, Rye lane, Peckham, Draper Dec 5 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 WOOD, JOHN, Burnley, Farmer Dec 4 at 2.30 Exchange Hotel, Nicholas st, Burnley
 WRIGHT, LESTER, Anerley, Draper Dec 5 at 3 109, Victoria st, Westminster

The following amended notice is substituted for that published in the London Gazette of Nov. 23.

NUTHALL, WILLIAM FROST, Edith terr, West Brompton, Retired General Dec 4 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

ADJUDICATIONS.

APPLEBY, WALTER, George yard, Aldermanbury, Traveller High Court Pet Nov 9 Ord Nov 23
 BOYCE, CHARLES, Oxford ter, Green st, Upton pk, Provision Dealer High Court Pet Nov 6 Ord Nov 21
 BROOKS, THOMAS HENRY, Camborne, Cabinet Maker Truro Pet Nov 22 Ord Nov 22
 BROWN, HARRY, Limerston st, Chelsea, Bottle Dealer High Court Pet Nov 19 Ord Nov 21
 COOPER, HENRY, Birmingham, out of business Wolverhampton Pet Nov 12 Ord Nov 23
 DAVIES, WILLIAM, Ruabon, Denbighshire, Draper Wrexham Pet Nov 22 Ord Nov 23
 DEAKIN, WILLIAM OSWALD, Fenton, Staffs, Earthenware Manufacturer Stoke on Trent Pet Nov 6 Ord Nov 22
 DICKINSON, SARAH, Sheffield, Confectioner Sheffield Pet Nov 5 Ord Nov 22
 EDWARDS, RICHARD, Liverpool, Tripe Dealer Liverpool Pet Nov 22 Ord Nov 22
 EVANS, DAVID, Brighton, Butcher Brighton Pet Nov 22 Ord Nov 22
 EVERETT, EDWARD, Brixworth, Northampton, Saddler Northampton Pet Nov 16 Ord Nov 24

FLETCHER, EDWARD, Swansea, out of business Swansea Pet Nov 21 Ord Nov 21
 FOXTON, JOHN DIXON, Leeds, Cabinet Maker Leeds Pet Nov 24 Ord Nov 24
 FRANKCOM, EDWARD JAMES, and JOHN WILLIAM HICKMAN, Holloway rd, Timber Merchants High Court Pet Nov 7 Ord Nov 23
 GAGE, GEORGE FREDERICK, Great Clacton, Essex, Licensed Victualler Colchester Pet Nov 24 Ord Nov 24
 GASKIN, CHARLES, East Dereham, Norfolk, Seedsman Norwich Pet Nov 17 Ord Nov 22
 GIBSON, WILLIAM, Sheffield, Boot Maker Sheffield Pet Nov 13 Ord Nov 23
 GREGORY, EDWARD TOWNSEND, Stockwell Park crescent, Assistant Secretary High Court Pet June 1 Ord Nov 21
 HARDING, H. W., residence unknown, Clerk in Holy Orders High Court Pet Oct 11 Ord Nov 21
 HARDY, JAMES, Woodside Grange rd, North Finchley, Gent Barnet Pet Nov 29 Ord Nov 23
 HARTLEY, THOMAS, and ISHMAEL LONSDALE, Burnley, Cotton Manufacturers Burnley Pet Nov 23 Ord Nov 23
 HUXTABLE, JOHN, Exford, Somersetshire, Farmer Barnstaple Pet Nov 19 Ord Nov 22
 ICE, SAMUEL BICKLEY, Birmingham, Carrier Birmingham Pet Sept 13 Ord Nov 22
 JEVON, WILLIAM DANGERFIELD, Bilston, Pawabroker Wolverhampton Pet Nov 20 Ord Nov 23
 JOHNSON, JAMES, Irlam Moss, nr Manchester, Farmer Salford Pet Nov 23 Ord Nov 23
 JOHNSON, JEFFREY, Chat Moss, nr Manchester, Farmer Salford Pet Nov 23 Ord Nov 23
 KEMP, JOHN, Gt James St, Licensed Victualler High Court Pet Nov 19 Ord Nov 24
 KENDLE, JOHN, Hamilton terr, High rd, Lower Clapton, Greengrocer High Court Pet Nov 22 Ord Nov 22
 KING, FRANKLIN SYDNEY, Billiter sq, Builder High Court Pet Sept 17 Ord Nov 24
 LUCAS, WILLIAM, Plymouth, Baker East Stonehouse Pet Nov 22 Ord Nov 23
 MACMILLAN, COLIN, Nottingham, Surgeon Nottingham Pet Nov 14 Ord Nov 22
 MAESH, CHARLES ALBERT, Hungerford, Berks, Schoolmaster Newbury Pet Oct 28 Ord Nov 21
 MOORE, WILLIAM, Harwich, Grocer Colchester Pet Nov 22 Ord Nov 22
 NATTRASS, THOMAS, Stockton on Tees, Commercial Traveller Stockton on Tees and Middlesborough Pet Oct 15 Ord Nov 21
 NEAL, GEORGE PERCIVAL, Belgrave, Leicestershire, Potato Merchant Leicester Pet Nov 6 Ord Nov 15
 NEAL, JOHN, Luton, Tea Dealer Luton Pet Nov 24 Ord Nov 24
 NEWALL, BENJAMIN, Birmingham, Dealer in Tobacconists' Goods Birmingham Pet Oct 24 Ord Nov 24
 NORTH, SAM, Queniborough, Leicester, Butcher Leicester Pet Nov 2 Ord Nov 15
 OSBORN, JOHN RUDELM, Bayswater crescent, Shop Keeper Leeds Pet Nov 23 Ord Nov 23
 PILBREM, ABEL, Plaistow, Builder High Court Pet Oct 10 Ord Nov 24
 REELAND, JOHN HENRY, Goswell rd, Clerkenwell, Coffee House Keeper High Court Pet Nov 19 Ord Nov 23
 RICHARDS, ALBERT JOHN, Sherbrooke rd, Fulham, Corn Merchant High Court Pet Sept 20 Ord Nov 24
 SEAGER, CHARLES, Northwood, Isle of Wight, Farmer Newport and Ryde Pet Nov 15 Ord Nov 16
 SIDNEY, CHARLES WILLIAM HENRY HUMPHREY, Gooderstone, Norfolk, Clerk in Holy Orders King's Lynn Pet Nov 19 Ord Nov 23
 SLATE, ARTHUR, Nottingham, Baker Nottingham Pet Nov 10 Ord Nov 22
 SMEDLEY, JAMES, ARTHUR EBENEZER SMEDLEY, and EDWIN JAMES SMEDLEY, South Wigston, Leicester, Ironfounders Leicester Pet Oct 29 Ord Nov 23
 ENOW, ANNA, Porlock, Somerset, Innkeeper Taunton Pet Nov 2 Ord Nov 21
 STACEY, ELIZA WILLMOTT, Liverpool, Eating house Keeper Liverpool Pet Oct 8 Ord Nov 24
 STUDHAM, THOMAS, Blean, Kent, Farmer Canterbury Pet Nov 22 Ord Nov 23
 TERRY, JOHN, Farringdon st, Accountant High Court Pet Sept 5 Ord Nov 22
 TOWNSEND, JOHN WOOD, Bathaston, Somersetshire, Dairyman Bath Pet Oct 16 Ord Nov 22

TUCKER, ELISHA FREDERICK, Deddington, Oxfordshire, Grocer Oxford Pet Oct 30 Ord Nov 24
 WALKER, RICHARD, Rothley, Leicestershire, Farmer Leicester Pet Nov 2 Ord Nov 20
 WARHAM, JOHN TAYLOR, and RICHARD SEOKER, Newport, Mon, Drapers Newport, Mon Pet Oct 31 Ord Nov 23
 WATSON, FREDERICK FAIRRY, Nelson sq, Blackfriars, Advertising Agent High Court Pet Nov 20 Ord Nov 21
 WATSON, JOHN, Shorelitch, Baker High Court Pet Nov 22 Ord Nov 24
 WEBBER, SAMUEL, Paignton, Devon, Builder East Stonehouse Pet Nov 21 Ord Nov 21
 WHITE, HENRY THOMAS, Ednaston, Derbyshire, Butcher Burton on Trent Pet Nov 21 Ord Nov 21
 WILDGOOSE, JOHN, Mawlock Bath, Derby, Cab Proprietor Derby Pet Nov 1 Ord Nov 21
 WILSON, JAMES, Newcastle on Tyne, Commission Agent Newcastle on Tyne Pet Nov 19 Ord Nov 23
 WRIGHT, LESTER, Anerley park, Anerley, Draper Croydon Pet Oct 15 Ord Nov 21
 YOUNG, CHARLES, Nottingham, out of business Nottingham Pet Nov 9 Ord Nov 23
 The following amended notice is substituted for that published in the London Gazette of Nov. 23.
 LARKMAN, HENRY, jun, Thorpe St Andrew, Norfolk, Builder Norwich Pet Oct 30 Ord Nov 20
ADJUDICATION ANNULLED.
 CLARKSON, GEORGE RICHARD, Carnarvon, Brewer Burton on Trent Adjud Jan 16, 1885 Annul Nov 21

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GOODMAN.—Nov. 1, at Barbados, the wife of G. Aubrey Goodman, barrister-at-law, of a son.

PARR.—Nov. 25, at Nottingham, the wife of George Parr, solicitor, of a son.

DEATHS.

IMLACH.—Nov. 1, at Georgetown, Demerara, Robert Wight Imlach, Crown Solicitor for British Guiana.

JOHNS.—Nov. 25, at Blandford, Dorset, Francis Tregonwell Johns, solicitor, aged 68.

SHEPPARD.—Nov. 22, at Eltham-road, Lee, Augustus Frederick Sheppard, of 56, Moorgate-street, solicitor, aged 58.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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